



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application seeking an Order that the landlord comply with the tenancy agreement, *Act* and regulations.

The tenant was provided the opportunity to provide documentary evidence before the hearing, to present affirmed evidence at the hearing and make submissions to me.

The tenant testified that the landlord was served with notice of this application and hearing when it was posted to the door of the landlord's residence on November 28, 2010.

I deem the landlord received this notice on the 3rd day after it was posted pursuant to section 88 of the *Act* and I proceeded with the hearing in the landlord's absence.

Issue(s) to be Decided

Has the landlord breached the tenancy agreement, *Act* or regulations?

Background and Evidence

This tenancy began on November 1, 2009 for the monthly rent of \$700.0 and a security deposit of \$300.00 and a \$100.00 pet deposit. The rent is due on the 1st of each month. The tenant provided a copy of the written tenancy agreement as evidence for this hearing.

The tenant submits that the landlord attempted to illegally increase her monthly rent by incorrectly filling out an *Intent to Rent Shelter Form* from the Ministry of Housing and Social Development. The tenant provided a copy of the form which the landlord allegedly filled out. This document declares that the tenancy began November 1, 2009 but indicates that the monthly rent is \$725.00 and that the security deposit is \$350.00.

The tenant confirmed that the landlord has not asked her to pay any additional rent and that she corrected with the Ministry the actual monthly rent paid.

Analysis

In the absence of any evidence to the contrary and based on the testimony of the tenant and the documents provided, I find as follows:

- That the landlord has incorrectly filled out an *Intent to Rent Shelter Form* indicating the monthly rent of \$725.00 and a security deposit of \$350.00; and
- This information is not consistent with the written tenancy agreement between the tenant and the landlord.

I Order that the landlord comply with the *Act* and regulations if he intends to increase the tenant's rent.

Conclusion

I have considered the tenant's application but could not conclude that the tenant's rent has actually been increased. However, I have Ordered the landlord to comply with the *Act* and regulations if he intends to increase the tenant's rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 17, 2010.

Dispute Resolution Officer