



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, OLC

Introduction

This hearing dealt with the tenant's application seeking to dispute a notice to end tenancy due to unpaid rent and a request that the landlord be ordered to comply with the *Act* by properly increasing the rent.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to

Issue(s) to be Decided

Has the landlord increased the rent under this tenancy agreement in accordance with section 42 of the *Act*?

Background and Evidence

This tenancy began on June 1, 2009 for the monthly rent of \$600.00 and a \$300.00 security deposit.

On December 1, 2010 the tenant received a hand written letter which stated that the rent needed to be paid in full and all rent arrears paid in full. The written letter also notifies the tenant that his rent has been increased to \$700.00 per month retroactively to March 1, 2010 resulting in \$900.00 rental arrears.

The tenant submits that the landlord is attempting to illegally increase his rent and end the tenancy contrary to the *Act*.

The landlord was unaware of the requirements of the *Act* and stated that he felt it was fair to increase the rent to be consistent with what other tenants are paying.



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Analysis

The tenant's application is granted. The landlord has failed to give a rent increase as required by section 42 of the *Act*. In addition, the landlord has failed to give a notice of a rent increase on the proper form. I also note that the landlord did not issue the tenant an eviction notice as required by section 52 of the *Act*.

I accept that the monthly rent for this tenancy is \$600.00 per month. This amount can only be changed in accordance with the law and I Order the landlord to comply with the *Act*.

The landlord is cautioned and reminded that tenancies are subject to the *Residential Tenancy Act* and it is his obligation to comply with the law and regulations. Failure to comply with the *Act* could result in financial liability to the landlord.

Conclusion

The tenant's application is granted. I accept that there is no outstanding rent owed and I have determined that the landlord failed to increase the tenant's rent in accordance with section 42 of the *Act*. This tenancy will continue at the monthly rent of \$600.00.

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: January 06, 2011.

Residential Tenancy Branch