

DECISION

Dispute Codes:

DRI, LAT

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to dispute a rent increase and for authorization to change the locks. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Did the landlord serve a valid notice of rent increase to the tenant?

Background and Evidence

The tenancy started in September 2009. The current monthly rent is \$250.00 payable on the first day of each month. In November 2010, the landlord served the tenant with a handwritten note which stated that the tenant would be required to pay an additional amount of \$70.00 every month, effective January 2011.

The tenant refused to accept a rent increase in excess of the legislated amount of 2.3%. The landlord agreed that he had not used the approved form to serve the notice of rent increase. He stated that the current rent is 50% less than a comparable rental unit in the area.

During the hearing, the tenant stated that he no longer wished to change locks and accordingly withdrew the portion of his application that dealt with an order to change locks.

Analysis

Section 42 of the *Residential Tenancy Act* speaks to the timing and notice of rent increases that may be levied by a landlord. Pursuant to section 42(3), a notice of rent increase must be in the approved form.

Based on the testimony of both parties, I find that the landlord did not serve the tenant a notice of rent increase in the approved form and therefore I find that the notice is invalid and accordingly cannot be enforced.

Conclusion

The tenant will continue to pay as per the tenancy agreement.

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: February 25, 2011.

Residential Tenancy Branch