



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, FF

Introduction

This hearing dealt with applications by two tenants disputing an additional rent increase. Despite having been served with the applications for dispute resolution and notices of hearing by registered mail on January 6, the landlord did not participate in the conference call hearing.

Issue to be Decided

Is the rent increase legally enforceable?

Background and Evidence

The undisputed testimony of the tenants is as follows. In early December 2011, the tenants received a letter from the landlord advising that their rent would be increasing in January 1, 2011. The tenants gave the landlord one year's worth of post-dated cheques.

Analysis

Section 35 of the Act provides that landlords must give three months notice of a rent increase and that notice of the rent increase must be in the approved form. In this case, the landlord did not use the approved form and did not give three months notice of the increase. Section 36 of the Act provides that the amount of a rent increase must be calculated in accordance with the Regulations. Rent increases taking effect in 2011 are limited to 2.3% plus a proportional amount as defined in section 32(1) of the Regulations. The proposed \$25.00 per month increase greatly exceeds the allowable 2.3% and no details or calculations are provided to enable the tenants to determine whether that amount beyond 2.3% can be characterized as a proportional amount.

I find that the rent increase does not comply with the Act or Regulations and is therefore of no force or effect. The tenants' rent will not increase until it is increased by

agreement, by the order of a dispute resolution officer upon an application by the landlord for an additional rent increase, or by means of a notice in the approved form for the allowable amount.

The landlord should return to the tenants any post-dated cheques which include the unlawful rent increase.

The tenants are entitled to recover the \$50.00 filing fees they paid to bring their applications and may each deduct this amount from future rent owed to the landlord.

Conclusion

The purported rent increase is invalid and of no force or effect. The tenants may each deduct \$50.00 from future rent owed to the landlord.

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 14, 2011

Residential Tenancy Branch