



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes O

Introduction

This hearing dealt with an application by the landlord for an additional rent increase. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began April 2006. In June 2008 the landlord gave the tenant a Notice of Rent Increase and effective October 1, 2008 the tenant's rent was \$730.00

The landlord seeks an additional rent increase in accordance with section 23(1)(a) of the Regulation. Specifically, the landlord claims that after the rent increase allowed under section 22, the rent is significantly lower than the rents for other similar units in the same residential property and neighbouring residential areas. The landlord wishes to raise the rent to \$899.00.

The landlord's agent testified that the tenant's rent had not been increased since 2008 and that the tenants current rent of \$730.00 was well below market value. The landlord in this application is requesting to increase the tenant's rent 23.15% or 20.85% over the current allowable increase of 2.3%. The requested increase of 23.15% equates to \$169.00 and would effectively bring the tenant's rent to \$899.00 per month. The current allowable increase of 2.3% would effectively bring the tenant's rent to \$746.79 per month.

The landlord has provided rents for nine 2 bedroom units in the tenant's building with rents that range from \$899.00 to \$950.00 or \$912.33 on average. The landlord has submitted copies of ads for 2 bedroom units and these rents range from \$900.00 to \$1100.00 and the ads for these units reflect that the majority of them are newly

renovated. The landlord's agent testified that the building where the tenant resides is approximately 25 years old and has not undergone any recent renovations. The landlord's agent did state the building and the apartments are in good condition.

The tenant testified that there have not been any upgrades to his rental unit but that he believes it to be in decent shape. The tenant stated that the rental units listed in the landlord's evidence are comparable to his unit. The tenant stated that he would consider a rent increase but that he would not agree to an increase of 23.15%.

The landlord's agent and tenant after some discussion reached a settlement and agreed in this hearing, that the tenant's rent would increase by \$125.00 per month and that this increase would take effect July 1, 2011 which allows for the landlord to provide the tenant with 3 months clear notice of rent increase per the *Act*. Therefore effective July 1, 2011, with appropriate notice from the landlord, the tenant's rent will increase to \$855.00 per month.

Conclusion

A settlement was reached between the parties whereby the tenant's rent will increase by \$125.00 per month effective July 1, 2011.

The landlord's agent understands that the landlord will need to provide the tenant with a proper notice of rent increase per the *Act*.

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: March 16, 2011.

Residential Tenancy Branch