

## **DECISION**

Dispute Codes      DRI, FF

### Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase. Both parties participated in the conference call hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the tenant entitled to dispute an additional rent increase?

### Background and Evidence

The tenancy began on or about November 1, 2004. Rent in the amount of \$840.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$345.00. The landlord served the tenant with a Notice of Rent Increase on November 24, 2010. On the Notice the landlord states that the current rent was \$770.00 and was raising the rent to \$905.00 per month, an increase of \$135.00. The tenant testified that this is outside the allowable range of rent increase as per the *Residential Tenancy Act* and seeks to have the notice cancelled.

### Analysis

Section 43(1) of the *Residential Tenancy Act* states a landlord may impose a rent increase only up to the amount calculated with the regulations as ordered by the director or agreed to in writing by the tenant. The allowable limit for 2011 is 2.3%. I find that the landlord has exceeded the allowable amount and therefore the increase is invalid. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is successful in their application; the Notice of Rent Increase is cancelled.  
The tenant is entitled to their filing fee.

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 11, 2011.

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Residential Tenancy Branch