

## **DECISION**

**Dispute Codes:** CNR and FF

### **Introduction**

This application was brought by the tenant on May 11, 2011 seeking to have set aside a Notice to End Tenancy for unpaid rent dated May 9, 2011 and setting an end of tenancy date of May 20, 2011. The tenant also sought to recover the filing fee for this proceeding from the landlord.

### **Issues to be Decided**

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

### **Background and Evidence**

During the hearing, the building manager gave evidence that the Notice to End Tenancy had been served after the tenant had failed to include a rent increase with his rent since it came into effect on March 1, 2011.

The Notice of Rent increase was dated November 23, 2010 and a notation on the notice signed by the building manager and witnessed by the assistant manager stated that it was served on November 26, 2010, attested to by both during the hearing.

The notice stated that the last rent increase had come into effect on March 1, 2010 and that the new increase to come into effect on March 1, 2011 would raise the rent by \$17.94 to \$798.15, the 2.3 percent increase allowable for 2011.

The tenant concurred that the previous increase had been a year earlier, but challenged the present increase on the grounds that he did not receive the notice.

The landlord's diary submitted into evidence noted that when the tenant had not paid the increase portion of the March 2011 rent, the landlord's agent assumed the tenant had forgotten it, and because the tenant did answer the door, she slipped a reminder note under the door.

As a matter of note, during the course of the hearing, the tenant raised a question as to why two corporate names appears on different documents pertaining to the tenancy. The building manager explained that one corporation was a subsidiary and agent of the other and that either would suffice to identify the landlord.

The tenant insisted on interrogating the building manager as to the structure and office locations of the companies. I found that the substance and probative nature of the tenant's questions was not pertinent or appropriate in the context of the present hearing and I asked that he desist. When the tenant persisted in the same manner, I concluded the hearing.

## **Analysis**

I have examined the Notice of Rent increase vis a vis Part 3 of the Residential Tenancy Act and find it to be fully compliant.

I accept the evidence of the building manager and the assistant manager that the notice was serviced on November 26, 2010, first offered in person and then slid under the door at the tenant's request.

Therefore, I find the Notice of Rent Increase and service of it to be valid and enforceable.

I further find , confirmed by the tenant's testimony, that he had not paid the increase rate for March, April, May or June of 2011.

Therefore, I find that the Notice to End Tenancy of May 9, 2011 was lawful and valid and I decline to set it aside.

## **Conclusion**

The application is dismissed without leave to reapply and the tenant remains responsible for the filing fee for this proceeding.

June 3, 2010