



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC; OPT; FF; O

Introduction

On May 30, 2011, the Tenant filed an Application for Dispute Resolution seeking an Order that the Landlord comply with the Act, regulation or tenancy agreement; for an Order of Possession of the rental unit; and to recover the cost of the filing fee from the Landlord for the cost of the Application. The Details of Dispute includes a statement that the Tenant “was given a substantial rent increase with no notice”.

The Tenant occupies a room in a hotel. The Tenant seeks an interim Order that the *Residential Tenancy Act* (the “Act”) applies to his living accommodation. The Hearing today dealt only with whether the parties had a tenancy agreement and therefore the Act applies. The Hearing took place without notice to the Landlord in accordance with the provisions of Section 59(6) of the Act.

Issue(s) to be Decided

Is the Tenant entitled to an interim Order that the Act applies to this living situation?

Background and Evidence

The Tenant stated that he moved into the rental unit on March 24, 2011. He paid a security deposit in the amount of \$297.50. Monthly rent was \$595.00 plus HST for a total of \$666.00, due on the 24th day of each month. The Tenant alleges he did not sign a tenancy agreement, but understood that he was renting the room on a month to month basis.

The Tenant stated that on May 24, 2011, he returned home to find a notice on his door. The notice, dated May 20, 2011, stated:

This is to inform you effective June 1, 2011 our summer rates will be starting.

The rent for the unit you occupy will be increased by \$200.00 per month, effective on your next renewal date.

All other conditions on your monthly agreement will continue to remain in effect.

The Tenant testified that on May 29, 2011, he returned home to find another notice posted to his door. This time the notice stated:

Further to your Notice of Summer Rate Increase which raised your rates by \$200 monthly effective June 1, 2011

This will result in a prorated increase of \$146.00 ($\$200 \times 22/30$) from June 1st to June 22nd due on your next payment date.

Please note, the additional payment of \$146.00 is due June 1st.

If necessary, please take this Notice to your social agency for review.

Analysis

Based on the Tenant's testimony, and without the benefit of any testimony from the Landlord, I find that the parties may have entered into a tenancy agreement. I was particularly influenced by the following statements made by the Tenant:

1. The Tenant rented the room on a monthly basis;
2. The Tenant paid a security deposit in the equivalent of $\frac{1}{2}$ a month's rent;
3. The Tenant paid rent in advance; and
4. The Landlord refers to "rent" and a "monthly agreement" in the Notice posted on the Tenant's door on May 24, 2011, and encourages the Tenant to take the Notice posted May 29, 2011, to his "social agency" for review if necessary.

Conclusion

I hereby issue an Interim Order that the Act applies to this rental unit. This interim Order remains in effect until jurisdiction is determined at a Dispute Resolution Hearing, where the Dispute Resolution Officer will have the benefit of hearing the Landlord's testimony as well as the Tenant's and where the Landlord may present evidence that the Act does not apply.

This interim 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: May 30, 2011.

Residential Tenancy Branch