



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI

### Introduction

This hearing was scheduled to deal with the tenant's application to dispute an additional rent increase. The tenants did not appear at the hearing; however, the landlord appeared and confirmed service of hearing documents upon her. As the tenant's had provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent in support of their application I heard from the landlord in order to determine whether the landlord had issued a valid Notice to End Tenancy.

### Issue(s) to be Decided

1. What is the monthly rent pursuant to the tenancy agreement and the Act?
2. Did the landlord issue a valid and enforceable 10 Day Notice to End Tenancy for Unpaid Rent?

### Background and Evidence

The landlord testified that in February 2011 the landlord and tenants entered into a written tenancy agreement requiring the tenants to pay rent of \$750.00 on the 1<sup>st</sup> day of every month. In March 2011 the landlord issued a Notice of Rent Increase to the tenants to increase the rent to \$850.00 effective July 1, 2011. On July 14, 2011 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent indicating the tenants failed to pay \$280.00 in rent based on \$850.00 per month. The tenants filed this application and have continued to pay rent of \$750.00 per month. The tenants continue to reside in the rental unit.

### Analysis

Sections 40 through 43 of the Act provide for rent increases. A landlord must not increase the rent for at least 12 months after rent is established under a tenancy agreement. Further, a landlord must not increase the rent by the allowable rent increase as provided by Residential Tenancy Regulation (2.3% in 2011) without the

tenant's written consent or the authority of a Dispute Resolution Officer pursuant to an application for an addition rent increase.

Based upon the evidence before me, I find the landlord has not complied with the Act with respect to the Notice of Rent Increase she issued with an effective date of July 1, 2011. The landlord has attempted to impose a rent increase less than 12 months after the parties entered into a written tenancy agreement and attempted to increase the rent more than 2.3% without the tenants' written consent to do so. Therefore, I find the rent remains at \$750.00 until such time it is legally increased.

Since I have found the rent was not legally increased, I find the 10 Day Notice issued July 14, 2011 to be invalid and unenforceable. Therefore, I do not end the tenancy based upon that Notice.

### Conclusion

The 10 Day Notice issued to the tenant's July 14, 2011 is invalid and unenforceable. The rent remains at \$750.00 per month until such time it is legally increased.

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: October 11, 2011.

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Residential Tenancy Branch