



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: DRI, O

### Introduction

This hearing was convened in response to the tenant's application to dispute an additional rent increase / and for "OTHER" reasons. The tenant attended and gave affirmed testimony. Despite being served in person on November 30, 2011 with the application for dispute resolution and notice of hearing (the "hearing package"), the landlord did not appear.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement for this month-to-month tenancy which began in July 2010. Monthly rent of \$900.00 is payable in advance on the 28<sup>th</sup> day of the month preceding the month for which payment is due. No security deposit or pet damage deposit was collected.

The landlord issued a self-styled "Notice of Eviction" on motel letterhead dated November 28, 2011. No reasons are cited for service of the notice and the landlord demanded an additional \$300.00 for rent at the time of service, which the tenant paid. The tenant testified that no rent receipts are ever issued for his rent which is always paid in cash. In summary, the tenant seeks cancellation of the notice to end tenancy, cancellation of the rent increase, and related instructions to the landlord.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) Part 4 of the Act addresses **How to End a Tenancy**. Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord's notice does not

comply with the statutory provisions for ending a tenancy. Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues uninterrupted.

Part 3 of the Act addresses **What Rent Increases Are Allowed**, and Part 4 of the Regulation addresses **Rent Increases**. In part, the legislation requires that a landlord “must give a tenant notice of a rent increase at least 3 months before the effective date of the increase,” and notice of a rent increase “must be in the approved form.” The allowable increase which takes effect in 2012 is limited to 4.3%. Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord’s rent increase does not comply with the legislation. Accordingly, the rent increase is hereby set aside. In order to recover the overpayment of rent which occurred on November 28, 2011, I order that the tenant may withhold \$300.00 from the next regular payment of monthly rent which is payable on December 28, 2011. The payment due, therefore, is \$600.00 (\$900.00 - \$300.00).

Section 26 of the Act speaks to **Rules about payment and non-payment of rent**, and provides in part:

26(2) A landlord must provide a tenant with a receipt for rent paid in cash.

### Conclusion

The landlord’s notice to end tenancy is hereby set aside, with the effect that the tenancy continues in full force and effect.

The landlord’s rent increase is hereby set aside, with the effect that the amount payable presently remains at \$900.00 per month.

I hereby ORDER that the tenant may withhold \$300.00 from the next regular payment of monthly rent in order to recover the overpayment of this amount.

The landlord is hereby ORDERED to issue a receipt for cash payment of rent.

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: December 14, 2011.

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Residential Tenancy Branch