



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI

Introduction

This hearing dealt with an application by the tenant to dispute the amount that the landlord intended to raise the rent and parking charges by. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Is the amount of the rent increase in keeping with Legislation?

Background and Evidence

The tenancy began in 1976. The current monthly rent is \$990.00 and does not include parking. In November 2004 the tenant entered into a contract with the landlord to rent a parking space. A term of the agreement states that the company reserves the right to change the parking rate upon one month's notice in writing.

On September 28, 2011, the landlord served the tenant with a notice of a rent increase. The rent increase was set at 4.3% which works out to approximately \$42.00 per month. The landlord also served the tenant with an increase in the parking charges. The prior rent increase was served on the tenant in November 2009.

Analysis

Section 42 and 43 speak to the timing, notice and amount of rent increases permitted by legislation

Timing and notice of rent increases

42 (1) A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

- (a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first established under the tenancy agreement;
- (b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

(2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.

- (3) A notice of a rent increase must be in the approved form.
- (4) If a landlord's notice of a rent increase does not comply with subsections (1) and (2), the notice takes effect on the earliest date that does comply.

Amount of rent increase

- 43** (1) A landlord may impose a rent increase only up to the amount
- (a) calculated in accordance with the regulations,
 - (b) ordered by the director on an application under subsection (3), or
 - (c) agreed to by the tenant in writing.
- (2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

The allowable percentage rent increase for each calendar year is calculated according to the inflation rate. The rate for the year 2012 is 4.3%. Based on the rent increase permitted by the Regulations, the landlord may increase the rent by \$42.57. The tenant received the notice of rent increase on September 28, 2011 and therefore this increase will be effective on January 1, 2011.

Based on the evidence in front of me the tenant was served with a rent increase in the approved form, in a timely manner and in keeping with the increase permitted by legislation. I find that the rent increase complies with legislation and therefore the tenant may not make an application to dispute this rent increase.

The increase in the parking fees is in accordance with the contract that the tenant signed.

Conclusion

The tenant's application is dismissed.

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: January 17, 2012.

Residential Tenancy Branch