



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

This conference call hearing was convened in response to the tenant's application to dispute an additional rent increase.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the notice of rent increase be allowed?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on January 1st, 2011. The rent is \$700.00 per month and the tenant paid a security deposit of \$350.00. the salient portion of this dispute is as follows:

The tenant's advocate testified that the tenant entered into a verbal agreement with the resident manager to subsidize her rent by \$100.00 per month and to pay only \$600.00 until October 1st, 2012 and not \$700.00 as stated in the agreement. The tenant provided copies of her rent receipts to date, and her post dated cheques showing payments of \$600.00 until June 2012. In a written affidavit, she states that on January 12th, 2012 the

resident manager served her with a notice of rent increase which he was pressuring her to sign immediately. The tenant provided a copy of the notice dated January 3rd, 2012, showing that current rent was \$700.00, and that it would be increased to \$730.00 effective May 1st, 2012.

The landlord testified that the verbal agreement for subsidized rent was only valid for 12 months, as it consists of a month's free rent amortized over one year. Although not present during the verbal agreement, he stated that his resident manager consulted with him prior to entering into the agreement with the tenant.

Analysis

At issue is not whether there was an agreement to a rent subsidy. From the evidence and the parties' testimony it is clear that the reduction was not permanent. What is disputed is when it would end; the tenant said October 2012, the landlord said January 2012, a discrepancy of approximately 9 months. In the absence of a written agreement in that respect, before serving the rent increase, in the circumstances I find that the landlord ought to have observed contractual rules by serving the tenant at least a one month's notice in writing that rent would not be increased, but rather restored to the amount reflected in the tenancy agreement.

Conclusion

The rent increase is not allowed and the tenancy will continue under the current terms. As stated above, the landlord is at liberty to serve the tenant with at least a one month written notice concerning his intent to return and rely on the written tenancy agreement, and rent on that notice must not exceed the amount set on the agreement.

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: February 20, 2012.

Residential Tenancy Branch