



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to dispute a rent increase.

Background and Evidence

The applicant/tenant testified that:

- He wants some clarification as to what the actual rent payable on this rental unit is.
- He was charged \$900.00 per month for the months of October, November, and December 2011 and then was charged a reduced amount of \$700.00 per month for the months of January, February, March, April, and May 2012.
- Therefore he is not clear on what the actual rental amount is.

The respondent/landlord testified that:

- The rent for this rental unit is set at \$900.00 per month, and that is the amount he charge for the months of October, November, and December, 2011.

- Because the tenant was having some financial difficulties he reduced the rent to \$700.00 per month for the months of January, February, March, April, and May 2012.
- As of June 2012 however the rent will go back up to \$900.00 per month.
- The amount of rent the tenant should have paid over that time frame was \$6,200.00 however the tenant has only paid \$1600.00 leaving a total of \$4600.00 outstanding and therefore he wants the tenant to move out.
- He has even paid the tenant \$1000.00 on the agreement that he move out, however the tenant reneged on that agreement and kept the \$1000.00.

Analysis

Based on the testimony and written statements provided by the parties is my finding that the rental amount for this rental unit is \$900.00 per month.

The landlord had allow the tenant to pay only \$700.00 per month for five months, however is my finding that the actual monthly amount payable was \$900.00 per month and the landlord is simply given a rebate of \$200.00 per month.

The landlord wants an order for the tenant to move out, however the landlord has not served the tenant with a Notice to End Tenancy.

Conclusion

I do not find that there is any illegal rent increase in this case and the rent per month is \$900.00.

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: May 30, 2012.

Residential Tenancy Branch