



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, FF

Introduction

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

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on May 5, 2012, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a dispute of an additional rent increase, and a request to cancel a Notice to End Tenancy.

Background and Evidence

The applicant testified that:

- On April 30, 2012 the landlords agent served him with a letter stating that, as of June 1, 2012, the rent will be increased from \$550.00 per month to \$650.00 per month.
- The notice the rent increase was not on a form, it was just a letter.

- He is requesting that this notice of increase be cancelled.
- On May 1, 2012 the landlord's agent served him with a Notice to End Tenancy with the reason given that the tenant is repeatedly late paying the rent.
- His rent has never been paid late and is always paid on the first of the month.
- He is therefore requesting that the Notice to End Tenancy be cancelled.

Analysis

Notice the rent increase

Sections 42(2) & 42(3) of the Residential Tenancy Act state:

(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.

In this case the landlord's agent did not serve the notice of rent increase in the approved form, nor did he give the required three months notice.

Therefore the notice of rent increase is an invalid notice.

Notice to end tenancy

The Notice to End Tenancy that was served on the tenant states that the tenant is repeatedly late paying the rent, however the tenant gave sworn testimony that his rent is always paid on the first of the month when it is due.

The landlord did not attend the hearing to give any evidence in support of the Notice to End Tenancy.

Since there is no evidence to show that the rent has been repeatedly late, I allow the tenants request to cancel the notice.

I also allow the tenants request for recovery of the \$50.00 filing fee.

Conclusion

The notice of rent increase dated April 30, 2012 is hereby cancelled and the rent remains at \$550.00.

The one-month Notice to End Tenancy for cause, dated May 1, 2012, is hereby cancelled and this tenancy continues.

I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlord.

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 28, 2012.

Residential Tenancy Branch