



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, MNDC

### 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.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application to cancel a Notice to End Tenancy, a request for a monetary order for \$32.33, and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- On May 1, 2012 he paid his rent of \$752.00.
- On May 4, 2012 he received the Notice to End Tenancy claiming that \$32.33 was still outstanding.
- The landlords claimed that he was given a rent increase in January 2012 however he has never received that notice.
- On May 9, 2012 he paid the \$32.33 however he wishes to have it returned.

The landlord testified that:

- A notice the rent increase was slipped under the tenants door on January 23, 2012, raising the rent by \$32.33 per month starting May 1, 2012.
- The tenant failed to pay the rent increase and therefore the Notice to End Tenancy was issued.
- They did subsequently receive the additional \$32.33 from the tenant.

### Analysis

It is my finding that the tenant has not been served with the notice a rent increase by a method recognized under the Residential Tenancy Act.

The Residential Tenancy Act requires the following:

**88** All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person **must** be given or served in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;
- (e) by leaving a copy at the person's residence with an adult who apparently resides with the person;
- (f) by leaving a copy in a mail box or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;
- (g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;
- (h) by transmitting a copy to a fax number provided as an address for service by the person to be served;

(i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];

(j) by any other means of service prescribed in the regulations.

In this case the landlords have testified that the notice the rent increase was slipped under the tenant's door however since that is not a recognized method of service, it is not considered to have been served unless the tenant admits to having received the document and in this case the tenant testified that he did not.

Therefore rent at this rental unit remains at \$752.00 until such time as the landlord properly serves a notice of rent increase.

### Conclusion

The Notice to End Tenancy dated May 4, 2012 is hereby cancelled and I order the return of the rental overpayment of \$32.33 and recovery of the \$50.00 filing fee. The tenant may therefore make a one-time deduction of \$82.33 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: June 26, 2012.

---

Residential Tenancy Branch