



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

DRI; OLC; MNDC; FF

### **Introduction**

This is the Tenant's application to dispute an additional rent increase; for an order that the Landlord comply with the Act, regulation or tenancy agreement; for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant served the Landlord's agent with the Notice of Hearing documents and copies of her documentary evidence by registered mail, sent June 7, 2012.

### **Preliminary Matters**

The Tenant applied for an Order that the Landlord comply with the Act, regulation or tenancy agreement but did not provide details with respect to what section of the Act or regulation or what term in the tenancy agreement she seeks to have the Landlord comply with. Therefore, this portion of her application is dismissed.

### **Issues to be Decided**

- Is the Tenant entitled to compensation for overpayment of rent for the period of August 1, 2011 to and including June 1, 2012?
- Is the Tenant entitled to recover the cost of the filing fee from the Landlord?

### **Background and Evidence**

This tenancy began on July 15, 2010. Rent is payable on the first day of each month. Rent at the beginning of the tenancy was \$740.00.

On April 25, 2011, the Landlord wrote to the Tenant advising that rent would increase to \$775.00 per month effective August 1, 2011. A copy of the Landlord's letter was provided in evidence. The Tenant has been paying \$775.00 per month since August 1, 2011.

The Tenant submitted that the rent increase imposed is more than the amount allowed under the regulation. The Tenant submitted that the maximum rent increase allowed was \$17.02, and not the \$35.00 she has been paying. She seeks to recover the overpayment in the amount of \$197.78 (\$17.98 x 11 months).

The Tenant testified that the Landlord has filed an application for an additional rent increase that is scheduled to be heard on July 31, 2012. She stated that the Landlord's calculations contained in the application are based on rent in the amount of \$775.00.

The Landlord concurred with the Tenant's testimony.

### **Analysis**

Part 3 of the Act provides what rent increase are allowed. A landlord must not increase rent except in accordance with the provisions of Part 3 of the Act. A notice of rent increase must be in the approved form and cannot be more than allowed under the regulation. The maximum allowable rent increase for 2011 was 2.3%.

I find that the Landlord's letter dated April 25, 2012, is not a valid Notice of Rent Increase because it is not in the approved form and it increased the Tenant's rent by 4.7%, which is more than the allowable amount. Therefore, I explained to the Tenant that she was entitled to compensation in the amount of \$385.00 (\$35.00 x 11 = \$385.00).

The Tenant stated that she did not want to recover \$385.00 because she agreed that rent should have been \$757.02 effective August 1, 2012. Therefore, she is only seeking a monetary award for the difference between what she paid and what she believes the Landlord was entitled to:

$$\begin{aligned} \$775.00 - \$757.02 &= \$17.98 \\ \$17.98 \times 11 \text{ months} &= \$197.78 \end{aligned}$$

Therefore, I find that monthly rent is \$757.02 effective August 1, 2011, and provide the Tenant compensation in the amount sought, **\$197.78**. The Tenant has been successful in her application and I find that she is entitled to recover the cost of the filing fee in the amount of **\$50.00** from the Landlord.

Pursuant to the provisions of Section 72(2) of the Act, the Tenant may deduct her total monetary award in the amount of **\$247.78** from future rent due to the Landlord.

**Conclusion**

I find that monthly rent is **\$757.02** effective August 1, 2011.

The Tenant may deduct **\$247.78** from future rent due 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 27, 2012.

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Residential Tenancy Branch