



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, FF, OLC, CNR

Introduction

Some documentary evidence and written arguments have 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 an application to dispute an additional rent increase, a request for an order for the landlord to comply with the Residential Tenancy Act, a request for recovery of the filing fee, and a request to cancel a Notice to End Tenancy that has been given for non-payment of rent.

Background and Evidence

The applicant testified that:

- The original tenancy began in March 9 of 2010; however on June 23, 2011 he was given a Notice to End Tenancy that ended the tenancy at the end of August 2011.
- At the end of August 2011 the landlord agreed to a new tenancy at \$1000.00 per month.
- He has been paying \$1000.00 per month since then however the landlord has now verbally requested that he start paying \$1200.00 per month.
- He believes this is an illegal rent increase and does not want to pay the extra \$200.00 per month.

- He did not pay his July 2012 rent, because the landlord was asking for \$1200 per month and his rent is only \$1000 per month.
- On July 2, 2012 he received a 10 day Notice to End Tenancy for non-payment of rent. He has not attempted to pay any rent for July 2012 because the landlord will not accept \$1000.00 per month.

The respondent testified that:

- The tenancy agreement states that rent is \$1200.00 per month however beginning September 2011 he offered to temporarily reduce the rent to \$1000.00 per month.
- At that time he informed the tenant that he would raise the rent back to \$1200 per month, when he felt it was necessary to do so, by giving the tenant one months notice.
- He therefore decided it was time to start collecting the full rent again and verbally informed the tenant that rent would be going back up to \$1200 per month.
- The tenant subsequently refused to pay any rent for the month of July 2012 and at no time has the tenant offered to even pay \$1000.00 towards the July 2012 rent.
- As stated by the tenant he served the tenant with a 10 day Notice to End Tenancy and the tenant has not complied with that notice, or paid any of the outstanding rent.
- He is therefore requesting an Order of Possession for the end of July 2012.

Analysis

It is my finding that rent for this unit is \$1000.00 per month and although the landlord claims this was a temporary arrangement, he has provided no evidence in support of that claim.

Both the landlord and the tenant admit that the tenant has been paying \$1000.00 per month since September 2011 and it is my finding that the landlord cannot raise the rent to \$1200.00 per month.

It is also my finding however that the tenant has failed to pay any rent for the month of July 2012, and therefore, since the landlord has served the tenant with a 10 day Notice to End Tenancy for non-payment of rent, this tenancy ends pursuant to that notice.

Had the tenant attempted to pay the \$1000.00 rent and the landlord refused to accept it, this tenancy would have continued however the tenant made no attempt to pay the rent.

Conclusion

As stated above it is my finding that rent for this rental unit is \$1000.00 per month.

The request to cancel a Notice to End Tenancy for non-payment of rent is dismissed, and at the request of the landlord I have issued an Order of Possession for 1 p.m. on July 31, 2012

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: July 16, 2012.

Residential Tenancy Branch