



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, LRE, LAT, RR, FF

Introduction

This was the hearing of an application by the tenant. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Did the landlord give an illegal rent increase?

Is the tenant entitled to a monetary award and if so, in what amount?

Should conditions be placed upon the landlord's right to enter the rental unit or should the right be suspended?

Should the tenant be permitted to change the locks?

Should there be a rent reduction until repairs are performed?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began in March 2012. The tenant said that the tenancy agreement was not signed by the landlord. He claimed that the agreement was only a draft that had never been finalized.

The tenant complained that he has not been provided with a disabled parking spot. He said that the landlord entered his rental unit without permission on June 11, 2012. He claimed that there are repairs that are necessary but the landlord has delayed performing them for 12 months.

The tenant said that the landlord did not give proper notice before raising the rent. He said that he only received notice by e-mail.

The landlord's representative is a relative of the landlord. She testified that the tenancy began on March 24, 2012 for a one year fixed term with rent in the amount of \$1,850.00 payable on the first of each month. The landlord's representative said that the parking stalls are assigned to particular rental units and they are part of the limited common property. The provision of a disabled parking stall to the tenant was not discussed; it is not a provision of the tenancy agreement and one cannot be assigned to the tenant.

The landlord's representative said the tenant requested the parking stall for the use of his son, who visits him at the rental unit

The rental unit was new when the tenancy began and the tenant was the first occupant. After the tenancy began the dishwasher had to be replaced. The tenant claimed that repairs were required. the landlord investigated the tenant's claims and found that no repairs were required to this new unit.

With respect to the tenant's complaint of an unauthorized entry into the rental unit, there was a leak from the sink in the rental unit and the landlord gave written notice to the tenant on June 7, 2012 that the landlord would enter with a plumber to make a repair on June 11, 2102 at 1:00 P.M. The landlord's representative said that there has been no unlawful entry

With respect to the tenants complaints about a rent increase the landlord's representative said that the landlord sent the tenant a notice of rent increase on December 23, 2012 by registered mail. The increase raised the rent by \$70.00 to \$1,920.00 effective April 1, 2013. She said that the tenant did not pick up his registered mail and he also received a notification by e-mail on January 17, 2013. The tenant said that he did not receive the registered mail. He also testified that he was away from the rental unit when the mail was sent. He said he did not see any notification of registered mail when he returned in January.

Analysis and conclusion

The tenant did not submit any documentary evidence in support of his application. There is no basis upon which I can conclude that the tenancy agreement in place is merely a draft subject to revision. The rent increase was sent by registered mail; the tenant was deemed to have received it 5 days after it was mailed. I find that there is no valid objection to the rent increase that became effective on April 1st. The tenant has not provided convincing evidence to support any of his claims in the application and the tenant's application is dismissed in its entirety without leave to reapply. I have also concluded that Ms. K.W.B.K named as a respondent is not the landlord and not a proper party to this proceeding; her name has been removed from the style of cause.

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: April 26, 2013

