



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Kiwanis Senior Citizens Housing Society  
Atira Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

This hearing was scheduled at the same time as a hearing of an application by the landlords for an additional rent increase pursuant to section 43(3) of the *Act*. In this decision, I have outlined those portions of this hearing that have relevance to the tenant's application.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord's representative CA (the landlord) confirmed that the landlords had been served with notice of the tenant's dispute resolution hearing package.

### Issues(s) to be Decided

Should the landlords' notice of rent increase issued on February 25, 2013, be cancelled? Should any other orders be issued with respect to this tenancy?

### Background and Evidence

The landlords served the tenant with a Notice of Rent Increase on February 25, 2013. Both parties agreed that the amount of rent increase the landlords were seeking in their February 25, 2013 Notice was 10%. If allowed, the landlords' rent increase was to take effect on August 1, 2013.

At the hearing, the landlord confirmed that the landlords' attempts to increase rents in this rental building by way of the February 25, 2013 Notice of Rent Increase has been

disallowed by Arbitrators on applications by two other tenants. The landlord confirmed that the same set of circumstances were in effect with respect to the Notice of Rent Increase issued to this tenant. The landlord agreed that authorization from an Arbitrator had not been obtained beforehand to obtain authorization to increase tenants' rent by 10 % in this rental building. However, the landlord noted that the accompanying application heard in conjunction with the tenant's application included a separate application from the landlords to be granted authorization to issue a new Notice of Rent Increase in excess of the 3.8% rent increase allowed for this building this year.

### Analysis

Section 43 of the *Act* stipulates that a landlord may impose a rent increase only up to the amount calculated in accordance with the regulations. Section 22 of the *Residential Tenancy Regulations* stipulates a landlord may impose a rent increase that is no greater than the percentage amount calculated as follows: percentage amount = inflation rate + 2%. As noted above, this calculation results in an allowable rent increase of 3.8% for 2013.

I find that the Notice of Rent Increase issued on February 25, 2013, does not comply with the *Act* and *Regulations*. For that reason, I allow the tenant's application and hereby cancel the notice of rent increase issued on that date.

### Conclusion

The Notice of Rent Increase issued on February 25, 2013 is cancelled and is of no force or effect.

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 03, 2013

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Residential Tenancy Branch