



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Northern Properties ( NPR GR Inc) NPR Ltd. Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI, RP

### Introduction

This is an application to dispute an additional rent increase.

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

Do the tenants have grounds to dispute the landlords notice a rent increase?

### Background and Evidence

On May 17, 2013 the landlord served the tenants with the notice a rent increase that increases the rent by \$45.00 from \$1250.00 to \$1295.00. This increase takes effect on September 1, 2013.

The present rent was established on September 1, 2012 when the tenancy began.

The tenants stated that all they are asking for from this hearing is that this rent increase be canceled because of repair and maintenance issues at the rental property.

### Analysis

Section 43 of the residential tenancy act states:

**43** (1) A landlord may impose a rent increase only up to the amount

(a) calculated in accordance with the regulations,

(b) ordered by the director on an application under subsection (3), or

(c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

The allowable rent increase calculated in accordance with the regulations for 2013 is 3.8% which in this case would allow rent increase of \$47.50.

Therefore since the rent increase imposed by the landlord is only \$45.00, the amount is well within the allowable increase.

Therefore pursuant to section 43(2), as stated above the tenants may not make an application to dispute this rent increase.

Further, the landlord may raise the rent once every 12 months, and since the present rent was established on September 1, 2012, the landlord has the right to raise the rent as of September 1, 2013.

Conclusion

It is my decision that I will not allow a dispute of the \$45.00 rent increase that takes effect on September 1, 2013. Therefore the rent for this unit will increase to \$1295.00 per month as of September 1, 2013.

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 11, 2013

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Residential Tenancy Branch

