



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Northern Property Real Estate Investment Trust  
(also known as: NPR Limited Partnership)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI FF O

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*") to dispute an additional rent increase, for the recovery of his filing fee, and "other" which alleges that the landlord increased the rent illegally.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The tenant testified that the Notice and evidence was served on the agent for the landlord, RH, in person at the rental unit on May 24, 2013 at approximately 3:30 p.m. when the agent attended the rental unit to speak with the tenant. Based on the undisputed testimony of the tenant, I accept that the landlord was sufficiently served in accordance with the *Act*.

### Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that although he indicated "other" in his application, he actually intended to apply for code "DRI" to "dispute an additional rent increase" under the *Act*. As the application clearly indicated in the details of dispute that the tenant was disputing the rent increase, the tenant's application was amended by withdrawing "other" and adding code "DRI" which correctly reflects the tenant's application to dispute an additional rent increase under the *Act*.

Issue to be Decided

- Did the landlord impose an additional rent increase in accordance with the *Act*?

Background and Evidence

A month to month tenancy began on June 3, 2003. Monthly rent at the start of the tenancy was \$410.00 per month and due on the first day of each month. The last rent increase was in 2010 to the current amount of \$450.00 per month, according to the tenant. The tenant stated that he paid a security deposit of \$205.00 at the start of the tenancy. The tenant pays his monthly rent via automatic withdrawal from his bank account.

The tenant submitted a letter dated May 16, 2013 and a Notice of Rent Increase form (the “rent increase form”) in evidence, the latter of which was not dated by the landlord on the date it was issued. The tenant stated that on May 16, 2013, the tenant received a letter and the rent increase form from the agent for the landlord, RH. In the letter it reads in part:

“...The current mark rent for your suite is \$700.00. You are currently paying \$450.00. I know raising your rent to \$700.00 might not be in your budge so we are willing to work with you and only raise your rent to \$600.00. I am enclosing a copy on the increase...”

[reproduced as written]

The rent increase form indicates that the last rent increase was on January 1, 2010 and that current rent is \$450.00 and will increase by \$150.00 to \$600.00 effective September 1, 2013. The rent increase form as mentioned above, is not dated by the landlord. The tenant stated that he did not agree to a rent increase of \$150.00 in writing.

Analysis

Based on the oral testimony and documentary evidence before me, and on a balance of probabilities, I find the following. Section 43 of the *Act* states:

**Amount of rent increase**

**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.

The allowable rent increase for residential units for 2013 is 3.8%. The previous rent increase which was in January 2010 to the current monthly rent of \$450.00. The landlord's notice of rent increase form indicates that they are increasing the \$450.00 monthly rent by \$150.00 to \$600.00 per month. The tenant stated that he did not agree to the \$150.00 rent increase in writing.

Based on the maximum allowable rent increase of 3.8% for 2013, 3.8% of \$450.00 is \$17.10. As a result, **I find** the amount the landlord increased the tenant's rent, \$150.00, is over a 33% rent increase and is **not in accordance with the Act**. Furthermore, **I find** the landlord failed to date the rent increase form on the date it was issued.

Based on the above and the testimony, **I find** that the landlord breached section 43 of the *Act* and, as a result, **I order** that the tenant's rent remains at \$450.00 per month until increased in accordance with the *Act*.

As the tenant's application had merit, **I grant** the tenant \$50.00 for the recovery of his filing fee. As the tenant pays his rent via automatic withdrawal from his bank account, pursuant to section 67 of the *Act*, **I grant** the tenant a monetary order in the amount of \$50.00. The tenant may serve this on the landlord and enforce the monetary order in the Provincial Court of British Columbia (Small Claims).

### Conclusion

I find the rent increase imposed by the landlord breached section 43 of the *Act*. I order that the tenant's rent remains at \$450.00 per month until increased in accordance with the *Act*.

I grant the tenant a monetary order in the amount of \$50.00. The tenant may serve this on the landlord and enforce the monetary order in the Provincial Court of British Columbia (Small Claims).

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 24, 2013

---

Residential Tenancy Branch