



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, MNDC, OLC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and to dispute an additional rent increase.

The hearing was conducted via teleconference and was attended by the tenant and an agent for the landlord.

While the tenant had named two separate companies as the landlord the agent for the landlord clarified that the property had changed landlords approximately 6 months prior to this hearing. As such, I amend the tenant's Application to exclude the previous landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order cancelling a rent increase; to a monetary order for compensation for the tenant's time and costs to pursue this Application, pursuant to Sections 43, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began in July 2008 as a 1 year fixed term tenancy that converted to a month to month tenancy on July 1, 2009 with rent due on the 1st of each month with a security deposit of \$350.00 paid. The amount of rent is the subject of this hearing.

The tenant provided into evidence a Notice of Rent Increase issued by the landlord on July 18, 2013 to be effective November 1, 2013. The Notice stipulates the last rent increase was December 1, 2011. The Notice outlines that the current rent (as of July

18, 2013) was \$716.10; that the rent increase would be \$133.90; and the new rent would be \$850.00.

The landlord submitted that the property has undergone a substantial amount of repairs and renovations at a significant cost to the landlord and the rents in the property are much lower than comparable units in the area.

The parties agree the tenant has not paid the rent increase on his November 2013 rent and the landlord has not issued any notice to end tenancy as a result. The tenant seeks compensation for costs incurred and his time in preparing for this hearing, in the amount of \$100.00.

Analysis

Section 43 of the *Act* stipulates 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 for an additional rent increase; or
- c) Agreed to by the tenant in writing.

The Residential Tenancy Branch publishes, on its website, the allowable rent increase that is calculated in accordance with the regulations as the percentage amount equalling the inflation rate + 2%. The allowable rent increase for increases that would take effect in 2013 is 3.8%.

Based on the evidence and testimony before me, I find the landlord is attempting to impose a rent increase in the amount of 18.7%. There was no evidence before that the landlord had obtained an order from the director allowing such an increase or that the tenant agreed in writing to such an increase.

I therefore find the landlord has imposed a rent increase that is not compliant with Section 43.

As to the tenant's claim for compensation for his time and costs incurred for this hearing, outside of the filing fee, I find that these are not recoverable costs under the *Act*. As to the filing fee, I note the tenant did not apply to recover the filing fee and that he did not pay a filing fee as he was eligible for a fee waiver. I therefore dismiss this portion of the tenant's Application.

Conclusion

Based on the above I cancel the landlord's Notice of Rent Increase dated July 18, 2013 but note that the landlord remains at liberty to issue a new Notice of Rent Increase at a future date that is compliant with the *Act*.

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: November 27, 2013

Residential Tenancy Branch

