



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, DRI, MNDC, O

Introduction

This hearing dealt with an application by the tenant seeking to dispute an additional rent increase, a monetary order for compensation for damage or loss suffered under the Act, regulation or tenancy agreement, and an order to allow the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy began on or about March 15, 2013. Rent in the amount of \$2250.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1150.00.

The tenant gave the following testimony:

The tenant stated that the landlord wished to increase the monthly rent to \$4000.00 per month. The tenant stated that the landlord has been harassing and threatening to the tenants' customers. The tenant stated that he makes "green cleaners, for house, home and boats". The tenant stated that he is seeking \$15000.00 compensation for the landlords' attempts at slander and defamation of his business. The tenant stated that he incorrectly filled out the rent reduction portion of the application and is not pursuing that item.

The landlord gave the following testimony:

The landlord stated that the tenant is lying about the harassment and slander. The landlord stated that he just wants his property back. The landlord stated that he is a business man and is willing to discuss this matter with the tenant and try to come to an equitable agreement.

Analysis

Both parties agree that there is not a valid notice of additional rent increase form in accordance with the Act and regulations to be considered. As there is no notice to consider, the tenant is premature in his application; accordingly I dismiss the tenants' application to dispute the additional rent increase with leave to reapply if needed. It was explained to the tenant that defamation or slanderous claims of a business are the sole jurisdiction of the Supreme Court and not of the Branch. Accordingly; I dismiss the tenants' claim of \$15000.00 for compensation. As earlier stated the tenant wished to abandon the rent reduction portion of his claim, accordingly I dismiss that portion of the tenants' application.

Conclusion

I dismiss the tenants' application with leave to reapply to dispute an additional rent increase if required. I dismiss the remainder of the tenants' application.

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: May 05, 2014

Residential Tenancy Branch

