



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants disputing an additional rent increase and for an order cancelling a notice to end tenancy for cause.

Both tenants attended the hearing and each gave affirmed testimony. However, despite being personally served with the Tenant's Application for Dispute Resolution and notice of hearing documents personally on August 22, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the tenants. One of the tenants testified under affirmation that the landlord was served on that date and in that manner, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Have the tenants established an additional rent increase that is not in accordance with the *Residential Tenancy Act* or the regulations?
- Should the notice to end tenancy be cancelled?

Background and Evidence

The first tenant testified that this month-to-month tenancy began on February 15, 2014 and the tenants still reside in the rental unit. A written tenancy agreement exists, however a copy has not been provided for this hearing. The tenant testified that rent in the amount of \$600.00 per month is payable in advance on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$200.00 which is still held in trust by the landlord.

The tenant further testified that the rental unit is a basement suite within the landlord's home, and the landlord and several family members reside in the upper level. The tenant has worked for the landlord and the landlord told the tenant within the first week or two of the tenancy that the tenants had to start to pay an extra \$50.00 per month for laundry and withheld \$50.00 from the tenant's wages. The tenancy agreement shows that laundry is included in the rent, along with water, electricity, heat, stove and oven.

The tenant also testified that the landlord issued a 1 Month Notice to End Tenancy for Cause, but has not provided a copy for this hearing. The tenant testified that it is dated August 6, 2014 and contains an effective date of vacancy of September 5, 2014. The reasons for issuing the notice are: Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and has put the landlord's property at significant risk. The tenant testified that the tenants have not put the landlord's property at significant risk, nor did the tenants seriously jeopardize the health or safety or lawful right of another occupant or the landlord. He testified that he is helpful on the property, doing pruning and other yard work.

The other tenant testified that the landlord personally handed to her the notice to end tenancy on August 6, 2014. The parties had a conversation at that time, but the landlord's first language is not English. The landlord mentioned family use and mentioned that she wanted a \$50.00 rent increase during that conversation.

Analysis

The *Residential Tenancy Act* is clear that a landlord may not increase the rent until a year after the tenancy begins or after the latest increase in rent. Also, a landlord must only raise the rent in the amount set out by the regulations, which changes from year to year. A landlord must give a tenant at least 3 months notice of a rent increase by using the appropriate form available on the Residential Tenancy Branch website.

The tenants have not provided me with a copy of the tenancy agreement, but have testified that rent is \$600.00 per month and that the tenancy began on February 15, 2014. The landlord has not attended the hearing to dispute the tenants' testimony, and having found that the landlord has been properly served with notice of this hearing, I find it prudent to order that the landlord comply with the *Residential Tenancy Act*.

With respect to the notice to end the tenancy, the landlord has not attended the hearing to defend the issuance of it, and the tenant testified that the landlord mentioned family use and wanted more rent money. The *Act* specifically states that if a landlord wants the rental unit for the landlord's use or for the use of a close family member, the landlord

must serve the tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property and must provide the tenant with the equivalent of one month's rent or free rent for a month. There is no evidence before me that the tenants have seriously jeopardized the health or safety or lawful right of another occupant or the landlord or put the landlord's property at significant risk. I therefore cancel the notice to end tenancy and the tenancy continues.

With respect to the hold-back of wages described by the tenant, I have no jurisdiction to deal with wages. The tenant is advised to stop working for the landlord if the tenant doesn't get paid by the landlord in an effort to increase the rent.

Conclusion

For the reasons set out above, I hereby order the landlord to comply with the tenancy agreement with respect to the amount of rent payable.

I further order the landlord to comply with the *Residential Tenancy Act* by refraining from increasing the rent until one year after the tenancy began, and one year after the latest increase.

I further order the landlord to comply with the *Residential Tenancy Act* by increasing the rent by the amount permitted by the regulations.

The notice to end tenancy is hereby cancelled.

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: October 06, 2014

Residential Tenancy Branch

