



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding; that declared that on January 2, 2015 the landlord personally served the tenant with the Notice of Direct Request Proceeding in the presence of a witness.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a monetary order for unpaid rent and if so, in what amount?

Background and Evidence

The landlord submitted the following documents:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a portion of a residential tenancy agreement which without a signature page, providing for a monthly rent of \$650.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 22, 2014 with a stated effective vacancy date of January 1, 2015, for \$3,000.00 in unpaid rent.

- Copies of sever Notices of Rent Increase, the latest of which was a Notice dated May 30, 2013 purporting to increase the tenant's rent from \$900.00 per month to \$1,000.00 per month effective September 1, 2013.

The landlord stated in the application for dispute resolution that the claim for a monetary order consisted of un paid rent for October, November and December, 2014 in the amount of \$1,000.00 for each month.

Analysis and conclusion

The landlord submitted copies of Notices of Rent Increase given to the tenant during the course of the tenancy. The Notices have all exceeded the allowable rent increases permitted under the *Residential Tenancy Act* and Regulation; the latest increase raised the rent from \$900.00 per month to \$1,000.00 per month, an amount that far exceeded the allowable increase for 2013. Because the amount claimed in the Notice to End Tenancy is based on a series of apparently unlawful rent increases, I find that it has not been established that the Notice to End Tenancy is valid, or that the landlord is entitled to a monetary award in the amount claimed. The landlord's application is therefore dismissed with leave to reapply. If the landlord files a new application for dispute resolution, it must proceed by way of a participatory hearing and not as a Direct Request proceeding.

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: January 22, 2015

Residential Tenancy Branch

