



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI

Introduction

This conference call hearing was convened in response to the tenant's application to dispute an additional rent increase.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by *registered mail* on February 05, 2015, in accordance with Section 89 of the Residential Tenancy Act (the Act), the landlord did not participate in the conference call hearing. The tenant was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the rent increase be allowed?

Should the landlord's Notice of Rent Increase be cancelled?

Background and Evidence

Pursuant to a written agreement, the month to month tenancy started on July 01, 2013. The rent is \$700.00 per month.

The tenant testified that the landlord's rent increase pursuant to the Notice of Rent Increase exceeds the allowed rate of 2.5%. The tenant provided a copy of the Notice of Rent Increase dated November 02, 2014 stating that a rent increase of \$45.00 would be imposed effective the payable rent on March 01, 2015. The tenant and landlord discussed the tenant's disagreement with the proposed rent increase of the Notice but the parties did not resolve their dispute.

Analysis

Section 43(1) of the Act states in part that; a landlord may impose a rent increase only up to the amount calculated in accordance with the regulations, or agreed to by the tenant in writing pursuant to 43(1)(c). The rent increase imposed by the landlord did not correspond to the 2.5% allowable rate for 2015. As a result I find that the landlord did not comply with the Act and therefore the increase is not allowed and the landlord's Notice of Rent Increase is of no effect. The landlord is at liberty to impose a rent increase within the permitted amount as guided by regulation, or as mutually agreed, in writing, by both parties.

Conclusion

The rent increase is not allowed and the Notice of Rent Increase is cancelled. Therefore the rent remains at \$700.00 per month until increased.

This Decision is final and binding on both parties.

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: March 03, 2015

Residential Tenancy Branch

