



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee from the Tenant.

An agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Tenant during the 30 minute duration of the hearing or any submission of written evidence prior to the hearing.

The Landlord testified the Tenant was served with a copy of the Application and the Notice of Hearing documents on October 22, 2014 by registered mail. The Landlord provided a copy of the Canada Post tracking number as evidence to support this method of service. The Landlord also testified that the Canada Post website indicated the Tenant had received and signed for the documents on October 28, 2014.

In the absence of any evidence from the Tenant to dispute this, I find that the Landlord served the Tenant pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”) on October 28, 2014. The hearing continued in the absence of the Tenant and the Landlord’s undisputed evidence was carefully considered in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent resulting from two unpaid rent increases?

### Background and Evidence

The Landlord testified that this tenancy began on December 1, 2012 for a fixed term of one year after which it continued on a month to month basis. Rent at the start of the tenancy was \$895.00 payable on the first day of each month.

The Landlord's testimony is that the Tenant has failed to pay two rent increases served to him by previous agents during the duration of the tenancy. Therefore, the Landlord seeks to now recover the unpaid rent relating to these rent increases.

The Landlord testified that the Tenant paid rent at the start of the tenancy in the amount of \$895.00 as per the agreement. On August 18, 2013 the Tenant was served by a previous agent with a Notice of Rent Increase (the "Rent Increase") to increase his rent from \$895.00 to \$912.00 effective for December 1, 2013. This translated to an increase of \$17.00 per month. However, the Tenant did not pay the rent increase on December 1, 2013 but continued to pay \$895.00 for the rest of the year. This left a balance of rent outstanding payable by the Tenant in the amount of **\$204.00** (\$17.00 x 12 months).

The Landlord explained that the previous agent then served the Tenant with another Rent Increase dated August 8, 2014 to increase the rent from \$912.00 to \$932.06 per month effective for December 1, 2014. This translated to an increase of \$20.06 per month.

Again the Tenant failed to pay the cumulative amount of the first and second rent increase (\$37.06 per month) on December 1, 2014 but continues to now pay \$895.00. This has now left a cumulative balance for the period of December 1, 2014 to the current month of May, 2015 in the amount of **\$222.36** (\$37.06 x 6 months).

The Landlord had provided a copy of the second Rent Increase into written evidence prior to the hearing but not the first one. As a result, I allowed the Landlord, pursuant to Rule 3.19 of the Rules of Procedure, to fax a copy of this to me during the hearing as I was satisfied that it had already been served to and seen by the Tenant.

When the Landlord was asked about why this issue had not been addressed with the Tenant when the Rent Increases were imposed, the Landlord testified that he was not the previous agent. The Landlord testified that the Tenant was well aware of the rent increases that had been imposed on him but chooses not to pay them as he claims he cannot afford the extra cost.

The Landlord explained that the Tenant had been served with a notice to end tenancy previously during the tenancy but this had never been pursued further with respect to ending the tenancy. The Landlord explained that he intends to issue the Tenant with a notice to end tenancy for the June, 2015 period if the Tenant fails to pay full rent. At this point the Landlord will seek to end the tenancy. The Landlord provided details of cheque payments made by the Tenant during 2014 as evidence that the Tenant made rent payments of \$895.00 during a time when the rent increase was in effect.

### Analysis

The Landlord made an Application for a Monetary Order for \$200.00. However, during the hearing, it was calculated as above, that the Tenant had failed to pay **\$426.36** (\$204.00 for the first rent increase and \$222.36 for the second rent increase). As the Tenant had been provided with notice of these rent increases and would have likely known that these were payable under the tenancy as detailed on the second page of the Rent Increases, I allowed the Landlord to amend his Application to increase the monetary claim. I did this pursuant to my authority under Section 64(3) (c) of the Act.

Section 26(1) of the Act requires a Tenant to pay rent when it is due under the tenancy agreement. I have examined both Rent Increases and find that they comply with Section 42 of the Act as they were issued in the approved form three months before the rent increases took effect. The notices clearly indicate to the Tenant that the rent increase is payable under the Act. I accept the undisputed evidence of the Landlord that the Rent Increases were served to the Tenant the Tenant has failed to pay them. Therefore, I find the Landlord is entitled to unpaid rent in the amount of \$426.36.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee, pursuant to Section 72(1) of the Act. Therefore, the Landlord is issued with a Monetary Order for a total amount of **\$476.36**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court. Copies of this order are attached to the Landlord's copy of this decision. The Tenant is cautioned that failure to pay further rent increases may jeopardize the tenancy.

### Conclusion

The Tenant has failed to pay legal rent increases during the tenancy. Therefore, I grant the Landlord a Monetary Order in the amount of **\$476.36.00** for unpaid rent.

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 27, 2015

