



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ellen Morgan
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI

Introduction

This was an application by a tenant to dispute a rental increase. All parties were present at the application. The landlord admitted service of the tenant's application.

Issue(s) to be Decided

Has the landlord increased the rent to the lawful amount?

Background and Evidence

The tenancy began on August 1, 2013 with rent in the amount of \$ 245.00 payable on the first of every month. The tenant testified that on or about July 1, 2015 he received a letter from the landlord dated May 27, 2015 requesting that the rent be increased to \$ 300.00. He refused to sign the document which would confirm his agreement with the increase. He testified that the landlord refused to accept his rent thereafter. He paid his rent by mail and money order for the rental period through December 31, 2015. The tenant brought this application to challenge the proposed rental increase.

The landlord EM and VV testified that the letter was a request for the tenant's consent to a rental increase rather than an actual rent increase and that EM has not refused his rental payments thereafter.

Analysis

Section 5 of the Act prescribes how a rent increase is normally made:

5 Rent increases

- (1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was

established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

A landlord may also apply for an additional rent increase pursuant to section 33 of the Act.

Here the landlord requested that the tenant consent to an additional rent increase. He refused which is his lawful right, and accordingly there has not been any rental increase. The rental amount remains at \$ 245.00 per month. I therefore find that as there has not been any actual rental increase that the tenant's application to dispute an increase is premature. I have dismissed the tenant's application application.

Conclusion

I have dismissed the tenant's application. The rental amount of the tenancy remains at \$ 245.00 per month. There will not be any recovery of the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: October 27, 2015

Residential Tenancy Branch

