



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the landlord's application for an additional rent increase, on the basis that the rent for the rental unit is significantly lower than the rent payable for other rental units similar to and in the same geographic area as the rental unit in question. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application and evidence, and she did not submit any documentary evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to an additional rent increase?
If so, by what amount should the rent be increased?
When should the increase(s) take effect?

Background and Evidence

The rental unit was first occupied by the tenant's husband in August 1979. Upon the death of her husband, the tenant took over the lease. The current rent for the unit is \$750.00, and the landlord has applied for a total rent increase of \$200.00, in \$50.00 increments over four years.

The landlord described the rental unit as comparable in size, age, construction, interior and exterior ambiance and sense of community to all of the other two-bedroom apartments in the building. The landlord noted that of the 10 two-bedroom units, the rental unit and one other unit are the largest. The current average rent for the other units is \$952.78, ranging from \$855.00 to \$1,150.00. The landlord also submitted that

the tenant's unit is on the ground floor and the building has no elevator, so it is not necessary for the tenant to use the stairs, and the unit has an open, unobstructed view, unlike some of the units at the back of the building.

The tenant's response was that the rental unit has not been repainted and it needs new drapes. The tenant stated that a lot of work in the apartment has been done by the tenant, including replacing the kitchen tiling and backwash. The tenant pointed out that they never objected to previous rent increases, and the landlord's proposed rent increase is a little onerous.

Analysis

Section 43 of the Act and section 23 of the regulation provide that a landlord may apply for an above-guideline rent increase if the rent for the rental unit is significantly lower than the rent payable for the other rental units that are similar to, and in the same geographic area as, the rental unit.

Having reviewed the testimony and evidence of the parties, I find that the landlord has established that the rent currently paid is significantly lower than that of similar properties. I accept the landlord's evidence that the rental unit is equal or even superior to other comparable units, and the landlord's request to raise the rent by \$50.00 per year for four years will bring the unit up to comparable average rent.

I note that if the rental unit requires updating or repairs, it is the tenant's responsibility to make a request for repairs. If the tenant chooses to incur costs to do repairs they cannot claim those costs against the landlord unless the landlord has given written consent in advance.

Conclusion

I order that the rent increase of \$200.00 be phased in over a period of four years. The landlord must serve on the tenant notices of rent increase in the prescribed form together with a copy of this decision. The first notice will increase the rent to \$800.00 per month and will take effect three full months after the notice is served. After the first rent increase has taken effect the landlord may serve another notice of rent increase, which will take effect no earlier than one year after the first notice has taken effect and no earlier than three full months after the landlord serves the notice. The second notice will increase the rent to \$850.00 per month. The third and fourth notices and increases must also follow this schedule.

For the sake of clarification, if the first notice is served in the month of November 2015, the first rent increase will take effect March 1, 2016. If the landlord serves the second notice in November 2016, the second rent increase will take effect March 1, 2017, and so on.

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 28, 2015

Residential Tenancy Branch

