



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI

Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Notice") and to dispute an additional rent increase.

The tenants and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the Notice and a notice of a rent increase?

Background and Evidence

The undisputed evidence shows that this tenancy began May 1, 2014, and the monthly rent is \$885.00. The landlord provided a copy of the written tenancy agreement.

I also heard undisputed evidence that the landlord served the tenants with the Notice, by attaching the document to the tenants' door, on September 8, 2015, listing unpaid rent of \$115.00 owed as of September 1, 2015. The tenants filed their application in dispute of the Notice on September 9, 2015. Both parties submitted a copy of the Notice.

In support of the Notice, the landlord submitted that she served a Notice of Rent Increase to the tenants on January 30, 2015, seeking to increase the monthly rent from \$885.00 to \$928.00, beginning May 1, 2015. Instead of paying monthly rent of \$928.00 beginning in May 2015, the tenants continued to pay \$885.00 per month, leaving a rent deficiency of \$115.00 for May through September 2015, or \$23.00 per month, according to the landlord. As the tenants refused to pay the monthly rent increase, the landlord listed that amount on the Notice.

Both parties submitted a copy of the Notice of Rent Increase.

In response, the tenants submitted that they did not receive a copy of the rent increase notice until months later and said they did not know when their increase started.

Analysis

Under section 42 of the Act, a landlord may impose a rent increase 12 months from the date of the initial or last rent increase, so long as the rent increase is on the approved form. In this case, I find the approved form used by the landlord was not completed, as the landlord left blank the date the new rent was payable, leaving out the year on which the increase was to start.

I find this omission by the landlord, leaving the date blank, to be material, which invalidates the notice of rent increase, as the tenants were never given a start date on which to begin paying their increased rent.

As I have found that the notice of rent increase is invalid, I find the notice cannot be enforced.

Due to the above, I find the tenants did not owe a rent deficiency of \$115.00 listed on the Notice, or any at all through the date of the hearing.

For this reason, I find the landlord has not supported their Notice and I therefore order that the Notice be cancelled, with the effect that the tenancy continues until it may otherwise end under the Act.

Likewise, as I have determined that the deficiency on the Notice of a Rent Increase invalidates that notice, I find that the Notice of Rent Increase has no force or effect.

The landlord is at liberty to serve another Notice of Rent Increase compliant with their obligations under the Act.

Conclusion

The tenants' application seeking cancellation of the Notice and notice of the rent increase has been granted.

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: November 18, 2015

Residential Tenancy Branch

