



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act, (the “Act”), to cancel a Notice of Rent Increase, (the “Notice”) and to have the landlord comply with the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issues to be Decided

Should the Notice be cancelled?

Should the landlord be order to comply with the Act?

Background and Evidence

The tenancy began on November 1, 2008. Rent in the amount of \$765.00 was payable on the first of each month.

The tenant testified that they are disputing the rent increase as they do not believe the increase is justified.

The landlord testified that the tenant has not had a rent increase the entire time they have lived in the rental unit and the current market rent is below other rental units. The landlord stated they did not given the tenant an additional rent increase. They simply gave the tenant the allowable amount set out by the Residential Tenancy Regulation, which increased the tenant rent from \$765.00 to \$784.00, commencing December 1, 2015.

The tenant testified that they also do not feel the landlord is treating them fairly as the landlord is not addressing their concerns about smoking, e-smoking or noise complaints.

The landlord testified that they had to speak to the tenant about confrontation that they were having with other occupants of the building. The landlord stated that the tenant was informed

that if they continued to disturb, or harass other occupants that it could be grounds to end the tenancy. The landlord stated the tenant was informed they need to place all complaints in writing and need to give them an opportunity to investigate. The landlord stated that the building has never been a non-smoking building.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the tenant has not had a rent increase since the tenancy commenced in 2008. Under section 43 of the Act, a landlord may impose a rent increase only up to the amount calculated in accordance with the regulations.

I have reviewed the Notice filed in evidence. I find the Notice complies with the Act. Under section 43(2) of the Act, the tenant is not entitled to make an application for dispute resolution to dispute a rent increase that complies with the Act. Therefore, I dismiss this portion of the tenant's application.

In this case, the tenant feels the landlord is not treating them unfairly; however, the tenant has not provided evidence the landlord has breached the Act. Therefore, I dismiss this portion of the tenant's application.

The tenant should note that landlord has the right to instruct tenants not to confront other occupants if they have complaints, those complaints should be given to the landlord in writing and the landlord should be given the opportunity to investigate the matter, especially when both tenant and occupant have a different version of events.

Conclusion

The tenant's application is dismissed.

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: December 15, 2015

Residential Tenancy Branch

