



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, FF

Introduction

The tenant applies to dispute a rent increase.

The landlord did not attend the hearing within ten minutes after its scheduled start time.

Issue(s) to be Decided

Has the landlord been duly served with the application and notice of hearing? If so, is the tenant entitled to some form of relief regarding a rent increase?

Background and Evidence

According to the tenant the tenancy started October 6, 2008. Until the disputed rent increase she had been paying rent of \$735.00 per month. She says the landlord holds a \$357.50 security deposit, paid October 6 2008.

The tenant testifies that she served the landlord with the application and notice of hearing by registered mail. She provides a tracking number for the mail and Canada Post records show that the mail was received and signed for by the landlord on November 25, 2015.

I find that the landlord has been duly served.

The tenant received a Notice of Rent Increase from the landlord, effective August 1, 2015, which, she says, was an increase of 7% of the rent whereas the regulation under the *Residential Tenancy Act* only permits a 2.5% at that time.

She says she's been paying the 2.5% increase; a rent of \$753.38 and has made this application in order to avoid the possibility of the landlord issuing a ten day Notice to End Tenancy for non-payment of rent based on the 7% increase.

She does not seek a ruling that she is required to pay even that 2.5% increase.

Analysis

The role and authority of a Residential Tenancy arbitrator does not appear to include the power to make "declaratory" decisions based on the anticipated happening of events and so an order restricting a landlord from issuing an eviction notice is not an appropriate request. The tenant will have to wait until such a Notice is actually issued and deal with it through the dispute resolution process then.

That having been said, I point out that the percentage increase a landlord was permitted to unilaterally impose in 2015 was 2.5% of then current rent. Any increase over that amount required the landlord to make application for in advance.

Conclusion

The tenant's application is allowed in so far as the foregoing is helpful. She is entitled to recover the \$50.00 filing fee for this application and so I authorize her to reduce her next rent due by \$50.00 in full satisfaction of the 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 *Residential Tenancy Act*.

Dated: January 14, 2016

Residential Tenancy Branch

