



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNL, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An order cancelling a notice to end tenancy - Section 49;
2. An Order in relation to a rent increase - Section 43; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Has the Tenant been given a rent increase?

Should the notice to end tenancy be cancelled?

### Background and Evidence

The tenancy started on April 1, 2014 on a fixed term to end June 30, 2025. Rent of \$1,400.00 is payable on the first day of each month. The tenancy agreement includes the provision of water with the rent.

The Landlord states that the Tenant was given a two month notice for landlord’s use (the “Notice”) in person on March 1, 2016. The Landlord states that the Tenant was only given one page of the Notice. The Notice carries an effective move-out date of April 1, 2016.

The Tenant states that the Notice was received by the Tenant on February 2, 2016 and that it was not given to the Tenant in person. The Tenant claims a cancellation of the Notice.

The Tenant states that the Landlord verbally increased the rent by \$100.00, disconnected the water supply to his washer and has sent persons to the unit at least 8 times in the past month to tell the Tenants to leave.

### Analysis

Section 49 of the Act provides that where a tenancy agreement is a fixed term tenancy a landlord may end this tenancy for landlord's use not earlier than the date specified as the end of the tenancy. As the date specified as the end of the tenancy is June 30, 2025 I find that the Notice is not valid as it purports to end the tenancy earlier than the tenancy end date. The Notice is therefore cancelled and the tenancy continues.

Section 42 of the Act provides that a notice of rental increase must be in the approved form. As the Landlord did not provide a written notice of rent increase and considering that the tenancy agreement provides that the rent of \$1,400.00 is payable until the end of the fixed term I find that no rent increase was given by the Landlord or is payable by the Tenant.

As water is provided under the tenancy agreement and accepting the undisputed evidence that the Landlord disconnected this water I find that the Landlord has breached the tenancy agreement and I order the Landlord to reconnect the water immediately. As the Notice has been cancelled I caution the Landlord not to bother the Tenant with moving out of the unit. The Tenant is at liberty to make an application for compensation and/or a rent reduction should the Landlord fail to comply with the order to provide the water or any other failure by the Landlord to provide services or facilities.

Conclusion

The Notice is cancelled and the tenancy continues. The Tenant has not received a rent increase.

The Landlord is ordered to immediately connect the water supply to the Tenant.

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: March 15, 2016

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Residential Tenancy Branch

