



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to dispute an additional rent increase and to recover the filing fee from the Landlord.

The Tenant and an agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord’s agent confirmed receipt of the Tenant’s Application and evidence. The Tenant confirmed receipt of the Landlord’s one page of evidence prior to the hearing. The hearing process was explained to the parties and they had no questions about the proceedings.

Preliminary Issues and Findings

The Tenant brought this Application against the Landlord on February 9, 2016 to dispute an additional rent increase which was served to the Tenant in January 2016. The Notice of Rent Increase (the “Notice”) was provided into evidence and detailed that the Tenant’s rent would be increasing from \$1,600.00 to \$1,650.00 payable on March 1, 2016. However, since the time the Tenant filed the Application, the Landlord contacted the Residential Tenancy Branch and was provided information on when a Notice of Rent Increase may become effective and the maximum the Landlord can charge the Tenant.

As a result, of this information, the Landlord wrote a letter to the Tenant dated February 25, 2016 informing the Tenant that the amount and date the new rent increase would be effective would autocorrect. The letter detailed that the new rent increase of \$1,646.50 would be payable by the Tenant on May 1, 2016.

The parties confirmed that the current rent amount payable in this tenancy was \$1,600.00. Therefore, the maximum the Landlord can charge the Tenant for a rent increase effective in 2016 is 2.9%, which results in an amount of \$1,646.**40**, not

\$1,646.**50** (bold added for emphasis). The Landlord's agent acknowledged that the 10 cent difference was a clerical error on behalf of the Landlord. The parties both agreed and acknowledged that the rent payable by the Tenant for this tenancy starting on May 1, 2016 will be \$1,646.40 on the first day of each month pursuant to Section 42(4) of the Act and the rent increase provisions.

The Tenant explained that the purpose of him appearing for the hearing was to recover his \$100.00 filing fee. As the Tenant had to make the Application due to an error made by the Landlord on the Notice of Rent Increase which was unresolved at the time the Application was made, I find the Tenant may recover his filing fee. Pursuant to Section 72(2) (a) of the Act, the Tenant may deduct \$100.00 from May 2016 rent to achieve this relief. The Tenant may wish to submit a copy of this decision when making this rent payment to the Landlord.

Conclusion

The parties agreed that the Tenant will pay the legal rent increase of \$46.40 starting on May 1, 2016. However, the Tenant may deduct the \$100.00 filing fee from May 2016 rent and pay the Landlord \$1,546.40 for May 2016 rent. The rent amount payable thereafter will be \$1,646.40 until such time it changes pursuant to the Act.

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: April 07, 2016

Residential Tenancy Branch

