



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KEEFER ROOMS  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** DRI

### **Introduction**

This hearing dealt with an application by the tenant to dispute a notice of rent increase. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Is the amount and notice of the rent increase in keeping with Legislation?

### **Background and Evidence**

The tenancy began about six years ago. The current monthly rent is \$439.00.

On February 22, 2016, the landlord served the tenant with a notice of a rent increase. The rent increase was set at \$13.00 per month. The prior rent increase was served on the tenant in February 2015 and became effective on August 01, 2015.

### **Analysis**

S.42 and 43 speak to rent increases permitted by legislation:

#### **Timing and notice of rent increases**

**42** (1) A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

(a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first established under the tenancy agreement;

(b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

(2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.

(3) A notice of a rent increase must be in the approved form.

(4) If a landlord's notice of a rent increase does not comply with subsections (1) and (2), the notice takes effect on the earliest date that does comply.

**Amount of rent increase**

**43** (1) A landlord may impose a rent increase only up to the amount

(a) calculated in accordance with the regulations,

(b) ordered by the director on an application under subsection (3), or

(c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

The allowable percentage rent increase for each calendar year is calculated according to the inflation rate. The rate for the year 2016 is 2.9%. Based on the rent increase permitted by the Regulations, the landlord may increase the rent by \$12.73.

The evidence in front of me indicates that the tenant was served with a rent increase in the approved form and in a timely manner. However the amount of the rent increase of \$13.00 is not in keeping with the increase permitted by legislation. I find that the rent increase does not comply with legislation and therefore the rent increase of \$13.00 will not take effect on August 01, 2016.

**Conclusion**

The notice of rent increase is set aside and the tenant may continue to pay the current rent until further notice.

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: May 05, 2016

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Residential Tenancy Branch