



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDC, ERP, RP, PSF, 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 in relation to a rent increase - Section 43;
2. A Monetary Order for compensation - Section 67;
3. An Order for emergency and other repairs - Section 32;
4. An Order for the provision of services and facilities - Section 65; and
5. An Order to recover the filing fee for this application - Section 72.

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

### Preliminary Matters

The Tenant confirmed that there are no repairs required and I therefore dismiss the claims for both emergency and other repairs. The Tenant states that the Landlord has failed to provide them with access to laundry and other facilities. There are no details set out in the application in relation to the loss of any services or facilities. Neither Party provided any documentary evidence. The Tenant states that the compensation amount claimed is the security deposit paid and was claimed in error.

Section 59 of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As the Tenant did not provide any details in the application relevant to any claim in

relation to the provision of any services or facilities I find that the application does not include full particulars of this claim and I dismiss it with leave to reapply. As there are no details in relation to repairs in the application and as the Tenant states that no repairs are required I dismiss this claim. Accepting that the claim for compensation was made in error I dismiss this claim. The Tenant remains at liberty to make a claim in relation to the return of the security deposit at the end of the tenancy should this be necessary.

Issue(s) to be Decided

Has the Tenant been given a rent increase?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

Neither Party provided any documentary evidence. There is no written tenancy agreement.

The Tenant states that the tenancy of the 1 bedroom basement suite started on February 1, 2016. The Tenant states that rent of \$500.00 is payable on the first day of each month. The Tenant states that at the outset of the tenancy the previous landlord collected \$300.00 in cash as a security deposit. The Tenant states that the house was recently purchased by the Landlord named in this application and that the Tenants were not told that the house was either being sold or had been sold. The Tenant states that the Landlord told them that their rent was to increase to \$650.00 per month as of June 2017 and that if they did not agree they had to move out of the unit. The Tenant states that no formal notice of rent increase was given to them. The Tenant states that the requested rent increase has not been paid. The Tenant has not moved out of the unit. The Tenant claims an order in relation to a rent increase.

The Landlord states that the previous landlord said that this Tenant paid no security deposit. The Landlord states that at the time of purchase the bank officer dealing with the mortgage informed him that the Tenant was paying \$650.00 per month. The

Landlord agrees that he was informed that a rental existed in the house when it was purchased by the Landlord and that the Tenant was present in the suite at the time of purchase. The Landlord does not believe that the Tenant was paying the amount of rent as stated by the Tenant. The Landlord states that he did not raise the rent. The Landlord states that the Tenant was only asked what amount of rent they were paying and that as no rent had been paid for May 2017 until May 25, 2017. The Landlord states that he believes that this Tenant and the tenants occupying another suite in the building have colluded to lie about the amount of rent being paid.

### Analysis

Section 41 of the Act provides that a landlord must not increase rent except in accordance with the Act and Regulations. Section 42 of the Act provides the requirements of the timing and notice for a rent increase. Section 43 of the Act sets out the amount of increase allowed by the Act with reference to the Regulations. Given the undisputed evidence that the Landlord only orally informed the Tenants of a rental increase, I find that there has been no rental increase. There is therefore no basis for any order in relation to a rental increase and I dismiss the claim for such an order. The Tenants remain at liberty to make an application to dispute a rental increase should the Landlord serve the Tenants with a Notice of Rent Increase that does not comply with the Act.

There is no evidence that the Landlord has served the Tenants with any notice to end tenancy that could be disputed. The Tenants did not receive any formal rent increase notice that could be disputed. The amount of rent that is required to be paid under the oral terms of the tenancy is not evidence required to determine any of the matters contained in the application. Although at the hearing some indication was given about a determination of the amount of rent being paid, after further consideration and for the above reasons I decline to make a finding of how much rent is payable. As the Tenant's application does not include any claim that is relevant to the security deposit I decline to make any finding in relation to whether or not a security deposit was paid.

As the amount of rent payable or the amount of security deposit paid may become a dispute in the future I encourage the Parties to obtain documentary or witness evidence to support their oral evidence.

As the Tenant's application had no merit, I decline to award recovery of the filing fee.

Conclusion

The application is dismissed with the exception of the claim for the provision of services and facilities which is dismissed with leave to reapply.

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: June 16, 2017

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Residential Tenancy Branch