



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision Codes: DRI, FF, LAT, OLC

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order disputing a rent increase that does not comply with an increase permitted by Regulation
- b. An order authorising the Tenant to change the locks
- c. An order that the landlord comply with the Act, regulation and/or tenancy agreement.
- d. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The tenant filed an Application for Dispute Resolution at the end of June 2017 that was set for hearing at the same time as this application. I ordered that the subsequent application be severed from this application and it be adjourned for hearing for a later date. .

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on June 3, 2017. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order disputing a rent increase that does not comply with an increase permitted by Regulation
- b. Whether the Tenant is entitled to an order authorising the Tenant to change the locks
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or tenancy agreement.
- d. Whether the tenant is entitled to an order to recover the cost of the filing fee.

Background and Evidence:

The tenancy began on July 1, 2015 when the parties entered into a 2 year fixed term tenancy agreement that provided that the rent was \$1675 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$837.t0 prior to the start of the tenancy.

Analysis

The tenant testified the landlord was attempting to obtain a rent increase when the landlord was not entitled to. I determined the landlord does not have a legal right to increase the rent during the term of the tenancy unless the landlord follows the requirements under section 40 to 43 of the Residential Tenancy Act which provides as follows:

Part 3 — What Rent Increases Are Allowed

Meaning of "rent increase"

40 In this Part, "rent increase" does not include an increase in rent that is

- (a) for one or more additional occupants, and
- (b) is authorized under the tenancy agreement by a term referred to in section 13 (2) (f) (iv) [*requirements for tenancy agreements: additional occupants*].

Rent increases

41 A landlord must not increase rent except in accordance with this Part.

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.

(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

(4) [Repealed 2006-35-66.]

(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

There is a dispute between the parties as to whether the tenancy comes to an end pursuant to the provision of the fixed term tenancy agreement. The Tenant submits it becomes month to month. The landlord submits the tenancy will come to an end. That issue will be determined in the hearing of the Application for Dispute Resolution which was severed from this application and is set for hearing at later date.

I dismissed the tenant's application authorizing the Tenant to change the locks to the rental unit. There is insufficient evidence to support such an order.

Monetary Order and Cost of Filing fee

The tenant's application has had mixed success. **I ordered the landlord(s) to pay to the tenant one half of the cost of the filing fee in the sum of \$50 such sum may be deducted from future rent.**

This decision is final and binding on the parties.

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: July 24, 2017

Residential Tenancy Branch