



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNSD, OLC, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant disputing a rent increase and seeking a monetary order for return of all or part of the pet damage deposit or security deposit; an order that the landlord comply with the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on June 16, 2017 and has provided a copy of a Registered Domestic Customer Receipt addressed to the landlord and bearing that date. The tenant testified that the address is that of the landlord, and I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the tenant established that rent was increased contrary to the *Residential Tenancy Act* and regulations?
- Has the tenant established a monetary claim as against the landlord for return of all or part of the security deposit?
- Should the landlord be ordered to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2017 and ended on April 30, 2017. Rent in the amount of \$1,000.00 per month was payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$500.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite and the landlord resides in the upper level of the home. No written tenancy agreement exists.

The tenant further testified that the landlord told the tenant rent was increasing by \$200.00 per month, but the tenant disagreed and the parties mutually agreed to end the tenancy. The tenant provided the landlord with a forwarding address by text message but the landlord has not returned any portion of the security deposit, and the tenant claims double the amount.

Analysis

Firstly, a landlord may not increase rent until a year after the tenancy begins and only by the amount set out in the regulations with 3 months notice to the tenant in the approved form. The landlord did not do so, and the tenant didn't have to pay any increase. However, since the parties mutually agreed to end the tenancy and the tenant has vacated the rental unit, there are no orders to make.

Similarly, since the tenant has vacated the rental unit I decline to order that the landlord comply with the *Act*, regulation or tenancy agreement.

A landlord must return a security deposit or pet damage deposit to a tenant in full within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later, or must make an application for dispute resolution claiming against it within that 15 day period. In this case, the tenant has not provided evidence of when or how the landlord received the tenant's forwarding address in writing. The tenant is at liberty to do so, and reapply if the landlord fails to return the security deposit in full or make an application for dispute resolution claiming against it and serving the tenant.

Conclusion

For the reasons set out above, the tenant's application disputing a rent increase is hereby dismissed.

The tenant's application for an order that the landlord comply with the *Act*, regulation or tenancy agreement is dismissed.

The tenant's application for a monetary order for return of all or part of the security deposit 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: August 17, 2017

Residential Tenancy Branch