



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code:        Application for Additional Rent Increase

### Introduction

These hearings were convened by way of conference call in response to an Application for Additional Rent Increase (the “Application”) made by the Landlords to increase the rent for the rental unit greater than the allowable amount, pursuant to Section 43(3) of the *Residential Tenancy Act* (the “Act”).

Both Landlords named on the Application appeared for the June 6, 2017 hearing. One of the named Landlords also identified herself as legal counsel for the Applicants. The Landlords also had with them the Co-landlord. The three parties, which the Landlords identified as the Tenants in this dispute, also appeared for the June 6, 2017 hearing. Only the Tenant, abbreviated as “DD” in this Decision, provided affirmed testimony and legal counsel made submissions during that hearing.

During the June 6, 2017 hearing, DD confirmed receipt of the Landlords’ Application by registered mail but denied receipt of the Landlords’ eight pages of comparison evidence. After hearing from both parties on this matter, I adjourned the June 6, 2017 hearing for the Tenants to be served with the Landlords’ comparison evidence. The Landlords were also given an opportunity to submit photographic evidence of the rental unit. The full reasoning for the adjournment was detailed in my Interim Decision dated June 6, 2017 which should read in conjunction with this Decision.

The Tenants, the Landlord, the Co-Landlord, and an agent for the Landlord appeared for the reconvened hearing. Legal counsel was notably absent. The hearing process was explained and the parties acknowledged their understanding of the instructions and had no questions of how the proceedings would be conducted.

At the start of the reconvened hearing, I asked DD to confirm whether he had been served with the Landlords' comparison evidence. DD stated that he had not been served with any evidence from the Landlords since the June 6, 2017 hearing. The Landlord's agent and the Landlord stated that they were unable to provide the photographic evidence as DD had preventing them from accessing the rental unit. However, when the Landlord was asked why he had not served to the Tenants the comparison evidence in accordance with the instructions I had carefully laid out in my Interim Decision, the Landlord confirmed that he had not. The Landlord stated that he was not aware that he had to do this and stated that his legal counsel had not mentioned anything about this exchange of evidence.

The Landlord was informed that as both parties had dialed into this hearing, it was clear that they had each received the Interim Decision which clearly ordered the Landlords to serve their comparison evidence to the Tenants prior to this hearing; this was the main reason why the June 6, 2017 hearing had been adjourned. In addition, I noted the Landlords opted to have the Interim Decision emailed to legal counsel who was an Applicant on the Application and therefore the evidence should have been served.

As a result, I informed the Landlord that due to their failure to comply in serving the Tenants with the comparison evidence, when they had been informed of this verbally at the June 6, 2017 hearing and in writing through my Interim Decision, I would not allow the comparison evidence to be relied upon at this hearing. To do so would be prejudicial to the Tenants.

The Landlord acknowledged that they had not served the evidence to the Tenants and there was some apparent confusion between the Landlord and his legal counsel. The Landlord also acknowledged that without that evidence he would not be able to proceed with the Application and moved to withdraw it.

Accordingly, as I did not hear any evidence pertaining to the Application, I allowed the Landlord to withdraw it with leave to re-apply. The Tenants had no objection to this course of action.

During the hearing, the Landlord made a number of allegations that did not relate to the subject of a rent increase. In this respect, the Landlord was informed that he had remedies under the Act to address the allegations he was making in this hearing. DD also asked me to explain to the Landlord the allowable rent amounts the Landlord can increase the rent by. The Landlord was informed of his right to increase the rent, with the appropriate time period and legal notice, up to an allowable amount provided for by the Act and the regulations. For 2017 this is 3.7%, and for 2018 it is 4.0%.

Conclusion

The Landlords' Application to increase the rent above the allowable amount was withdrawn. The Landlords are given leave to re-apply. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 21, 2017

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Residential Tenancy Branch