



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI FF

Introduction

Only the tenant attended the hearing and gave sworn testimony. The tenant provided evidence that he had served the landlord with the Application for Dispute Resolution by registered mail (number provided). He said the landlord replied by email asserting the illegal rent increase again. I find the documents were served pursuant to section 89 of the Act for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) to find his 2017 rent increase does not comply with the Act.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that there was an increase in his rent that did not comply with the Act?

Background and Evidence

Only the tenant attended the hearing and was given opportunity to be heard, to present evidence and make submissions. The tenant said his tenancy commenced in March 2012 when he responded to an advertisement. The rent was advertised as \$900 a month including internet and TV. The unit was rented to him by the landlord's father as the landlord spends some months out of the country in winter. He was charged first and last month's rent. When the landlord returned in 2012, he immediately tried to raise the rent and said it was for utilities. The tenant said he could not afford it on his fixed income and the advertisement and his verbal tenancy agreement included utilities. The landlord then acknowledged that the tenant had kept the house very well in his absence and accepted the rent at \$900 a month. No rent receipts were given but the tenant directly deposits the rent from his bank account each month.

The landlord recently gave him verbal notice that the rent is now \$1100 a month. When the tenant served his Application for Dispute Resolution concerning this, the landlord emailed him and told him the rent was \$1100 as of Oct 1, 2017. The tenant said he emailed back and suggested he call into this hearing to find out his legal position.

In evidence are bank statements and some correspondence with the Ministry of Housing which the tenant had consulted about his options. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

In section 43, the *Residential Tenancy Act* provides that an increase in rent may only be imposed up to the amount calculated in accordance with the Regulations. The amount for 2017 is 3.7% and 4% for 2018. I find the weight of the evidence is that the rent was established as \$900 a month in 2012. I find the tenant's rent of \$900 may only be increased by \$36 a month to \$936 for any Notice of Increase in 2017. According to section 42 of the Act, the landlord must give the tenant three months clear Notice of any increase and the Notice must be on the approved form which may be obtained from the RTB website.

I find also that the landlord contravened section 19 of the Act by collecting a security deposit greater than one half of one month's rent. The Act does not permit a landlord to collect a last month's rent in BC at the beginning of the tenancy. Section 19(2) provides if the landlord collects a security deposit greater than the half month rent permitted, the tenant may deduct the overpayment from rent.

Conclusion:

I find the landlord illegally tried to impose a rent increase in excess of that permitted under section 43 of the Act and without serving a Notice of Rent Increase in the approved form. No filing fee was paid so none is awarded.

I HEREBY ORDER that the tenant's rent continues at \$900 a month until the landlord gives him a legal Notice of Rent Increase which must give him 3 full month's Notice and be in the approved form.

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: October 04, 2017

Residential Tenancy Branch