



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SHANNON GARDENS APARTMENTS & AZIZAMALCO HOLDINGS  
CANADA LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, DRI, OLC, FF

### Issues

This matter dealt with an application by the Tenant to dispute a 10 Day Notice to End Tenancy for Unpaid Rent, to dispute a Rent Increase, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee.

### Preliminary matters

At the start of the conference call two preliminary matters were discussed. Firstly the Tenant had submitted an amendment adding to his application to dispute a 10 Day Notice to End Tenancy for unpaid rent dated May 3, 2018. The Landlord said they received the amendment but they did not receive the Tenant's original application. The Tenant said he served the Landlords the hearing package by registered mail but he could not produce any evidence to support that service of documents. The Tenant did provide tracking information for the amendment and a letter he sent to the Landlords. Although the Landlord had not received the Tenant's hearing package the Landlord agreed to discuss the application.

The Landlord said the company's computer rounds up all rent increased to an even amount. The Tenant's Notice of Rent Increase dated October 26, 2017 was for \$30.00 instead of the correct rent increase of 4% of \$747.00 the rent in the amount of \$29.88. Given that the Landlord agrees that the rent increase is above the allowable yearly rent increase as stated in Policy Guideline #37; the Notice of Rent Increase dated October 26, 2017 is invalid. Consequently the Tenant's rent stays at \$747.00 until the Tenant is issued a valid Notice of Rent Increase. Therefore as both the 10 Day Notices to End Tenancy for Unpaid Rent are based solely on the invalid rent increase and both 10 Day Notices to End Tenancy for Unpaid Rent are for \$30.00 of unpaid rent which is the rent

increase amount; I find the 10 Day Notices to End Tenancy for Unpaid Rent dated April 3 and May 3, 2018 are also invalid.

I find the Tenant has established grounds to cancel both 10 Day Notices to End Tenancy for Unpaid Rent dated April 3, 2018 and May 3, 2018 and the Notice of Rent Increase dated October 26, 2017.

Further as the Tenant has been successful in this matter I order the Tenant to recover the filing fee of \$100.00 from the Landlord by reducing the next rent payment by \$100.00.

### Conclusion

Both 10 Day Notices to End Tenancy for Unpaid Rent dated April 3 and May 3, 2018 are cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

The Notice of Rent Increase dated October 26, 2017 is cancelled due to rounding the amount of rent up to an amount above the allowable amount of rent increase.

The Tenant is order to recover the filing fee by reducing his next rent piayment by \$100.00.

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: May 28, 2018

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Residential Tenancy Branch