



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, CNC, LRE, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause, to dispute a rent increase, to restrict the landlord's right to enter the rental unit, for a rent reduction and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves and had an agent to assist them.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing it was determined that the notice to end tenancy for cause dated July 31, 2018, had already been dealt with and dismissed during a previous hearing. Therefore, the tenant's application to cancel this notice to end tenancy is moot and accordingly dismissed.

Issues to be decided

Did the landlord serve a valid notice of rent increase to the tenant? Is the tenant entitled to a rent reduction and the recovery of the filing fee?

Background and Evidence

The tenancy started in October 2014. The current monthly rent is \$900.00 payable on the first day of each month. There is no written tenancy agreement. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

The tenant testified that the landlord made a verbal request to raise the rent from \$900.00 to \$1,200.00. The landlord denied having made this request. The tenant agreed that he had not received any written notice from the landlord regarding this alleged rent increase. The tenant also agreed that he had not paid rent for the months of September, October and November 2018 and the landlord had served him with a notice to end tenancy for non-payment of rent. A hearing has been scheduled for December 07, 2018.

The tenant stated that the landlord often knocks on his door with various requests. On some occasions the tenant has allowed the landlord to enter the rental suite. The tenant is requesting that the landlord provide proper notice to enter the rental unit. The landlord stated that she has never entered the tenant's suite without the tenant's permission.

The landlord agreed that the use of laundry was included in the rent from the start of tenancy. Following an incident that occurred in July 2018 which involved the police, the landlord withdrew the tenant's ability to use the laundry machines. The tenant stated that he is forced to use a laundromat or wash clothes by hand. The tenant is claiming a rent reduction of \$50.00 towards the expense he incurs to launder his clothes.

Analysis

Section 42 of the *Residential Tenancy Act* speaks to the timing and notice of rent increases that may be levied by a landlord. Pursuant to section 42(3), a notice of rent increase must be in the approved form.

Based on the testimony of both parties, I find that the landlord did not serve the tenant a notice of rent increase in the approved form. The parties are informed that a verbal notice is invalid and cannot be enforced.

Regarding the landlord's right to enter the rental unit, Section 29 of the *Residential Tenancy Act* states that a landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice.

During the hearing the landlord agreed to comply with Section 29.

Based on the testimony of both parties, I find that the use of the laundry was included in the rent but was taken away by the landlord sometime in July 2018. The tenant has applied for a rent rebate to cover costs associated with laundry. Since laundry was included in the rent and is now no longer available to the tenant, I find that the tenant is entitled to a rent reduction to reflect this loss of a facility that is included in the rent. I grant the tenant a rent reduction of \$50.00 per month effective August 2018. The rent as of August 2018 will be \$850.00 payable on the first of each month.

Since the tenant has paid \$900.00 for August 2018, the tenant may make a \$50.00 reduction from a future rent. The tenant agreed that he owes rent for September 2018 to November 2018.

Since the tenant is partially successful in his application, I award him the recovery of the filing fee of \$100.00

Conclusion

The tenancy will continue and the rental amount effective August 2018 is \$850.00 due on the first of each month.

The tenant may make a one-time deduction of a total of \$150.00 from a future payment to the landlord. This consists of a rent reduction of \$50.00 for the month of August 2018 plus the recovery of the filing fee of \$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: November 30, 2018

Residential Tenancy Branch