



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on May 13, 2019. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a determination regarding an additional rent increase by the landlord pursuant to section 43.

The Tenant attended the hearing and provided testimony. However, the Landlord did not attend. The Tenant testified that she served the Landlord with the application package and evidence, in person, on March 21, 2019. I find the Landlord was served with the documents on this day.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

- Is the Tenant entitled to an order regarding a disputed additional rent increase?

Background and Evidence

The Tenant stated that:

- Current rent is \$600.00 per month.
- The last rent increase was on December 1, 2017, when it went from \$550.00 to \$600.00.

- The Tenant received the latest Notice of Rent Increase on February 24, 2019, indicating a rent increase from \$600.00 to \$700.00 effective June 1, 2019.

Analysis

All residential tenancies in the province of British Columbia are governed by the Residential Tenancy Act. The Act controls how rent increases must be done in the province. Here I find the Landlord has breached the Act, for the following reasons.

Section 41 of the *Act* states that a Landlord must not increase rent except in accordance with sections 42 and 43 of the *Act*, which only allow for a rent increase served in the approved form at least 3 months before the effective date of the increase, by an amount calculated in accordance with the regulations. The current allowable rent increase for 2019 is 2.5%.

In this case, the Landlord issued a rent increase well beyond the allowable amount. The Landlord was only entitled to increase rent from \$600.00 to \$615.00 (2.5%). As such, I find the Notice of Rent Increase issued by the Landlord in February 2019 (effective June 1, 2019) is null and void. I find the Landlord has improperly increased rent and I find the rent shall remain at the original amount, \$600.00, until it is increased in accordance with the Act.

Conclusion

The Tenant is successful in her application, and rent will remain at \$600.00 until it is increased lawfully.

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 14, 2019

Residential Tenancy Branch