



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LAT, LRE, RP, MNDC, DRI

Introduction

This hearing was convened in response to an application made November 5, 2019 and an amended application made November 14, 2019 by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order allowing the Tenants to change locks - Section 70;
2. An Order suspending the Landlord’s right of entry - Section 70;
3. An Order for Repairs - Section 32;
4. An Order in relation to a disputed rent increase - Section 43; and
5. A Monetary Order for compensation - Section 67.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant withdraws its claims in relation to locks, entry and repairs.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy under written agreement started on December 1, 2015 with rent of \$630.00 payable on the first day of each month. The Landlord raised the rent effective March 1, 2016 to \$650.00 and again effective March

1, 2018 to \$675.00. The Landlord did not use the approved form to give notice of the rent increases.

The Tenant agrees that it made an error in its submissions in setting out the second rent increase year as 2017 when it should read 2018. The Tenant claims return of the rental amounts increased to and including November 2019.

The Landlord argues that it did not increase the rent to the extent that was allowed for during the tenancy and that the Tenant was informed at the time of signing the tenancy that the rent would increase as of March 1, 2016. The Landlord also argues that the Tenant acknowledged notice of the rent increase by signing for receipt of the Landlord's advisory that the rent would be increased. The Tenant states that at the time of the rent increases the Landlord told the Tenant that the rent increase was in accordance with the Residential Tenancy Branch (the "RTB"). The Tenant states that it did not question the Landlord until the Tenant heard recorded information on rental increases provided by the RTB while the Tenant was waiting to speak over the phone to an information office in relation to a recent issue that is not related to this dispute.

The Landlord does not dispute the Tenant's claim for \$25.00 for a belt.

Analysis

Part 3 of the Act sets out requirements for rent increases. Section 42(3) of this Part of the Act provides that a notice of a rent increase must be in the approved form. Section 43(2) of this part of the Act provides that A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part. As the Landlord increased the rent without using the approved form, I find that increase did not comply with the Part of the Act on rent increases and that the Tenant is therefore able to dispute the rent increase. I note that the Landlord provided no evidence of any signed agreement by the Tenant to the rent agreement and I do not consider evidence that the

Tenant indicated receipt of the Landlord's intent to increase the rent as evidence of an agreement to the increase.

Section 43(5) of the Act provides that if a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase. Based on the undisputed evidence that the Landlord collected a total of \$400.00 (\$20.00 x 24 months) and \$900.00 (\$45.00 x 20 months) over the original rental amount and as this increase did not comply with the Part of the Act in relation to rent increases, I find that the Tenant is entitled to return of **\$1,300.00**.

As the Landlord does not dispute the Tenant's claim for **\$25.00**, I find that the Tenant is entitled to this amount for a total entitlement of **\$1,325.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,325.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: December 09, 2019

Residential Tenancy Branch