



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, DRI, OLC, FFT**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, to cancel a rent increase that was issued on January 25, 2016, to have the landlord comply with the Act, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary and Procedural matters

At the outset of the hearing the parties agreed rent has been paid. The landlord's agent stated that they are not proceeding with the notice to end tenancy.

Issues to be Decided

Should the rent increase be cancelled?

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenancy began on September 15, 2014. Rent in the amount of \$950.00 was payable on the first of each month. A security deposit of \$475.00 was paid by the tenant.

The tenant testified that the landlord is trying to enforce a rent increase that was given on January 25, 2016; however, that rent increase was cancelled. The tenant stated that the rent ledger shows the rent of \$950.00, plus parking, which varies between \$25 and \$75.00 each month as they paid at times for 3 cars. The tenant stated that they have never paid the rent increase.

The witness for the tenant testified that they were the property manager back in 2016, and they served the tenant with the rent increase notice. The witness stated that they cancelled the rent increase after it was given, because there were a lot of issues in the building at that time.

The tenant testified that they pay parking at the rate of \$25.00 per month for a vehicle. The tenant stated that the landlord wants to increase the parking fee.

The landlord's agent testified that the tenant was given the rent increase in 2016, which increased the rent from \$950.00 to \$977.00. The agent stated that the tenant's witness was the property manager at the time; however, they were fired as they were not doing a good job. The agent stated that the property manager is in conflict by providing testimony at the hearing. Filed in evidence is a copy of the rent increase, proof of service and rent ledger.

The landlord's agent testified that they have been trying to get the tenant to enter into a parking agreement as parking is not included in the rent and they are entitled to increase that fee each year.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I am satisfied that the rent increase given in 2016, was cancelled by the property manager at that time. I do not find the witness for the tenant is in conflict as they were the property manager at the time and would have the best knowledge of what transpired at that time.

Further, I find the rent ledgers filed in evidence supports that the tenant has never paid the rent in the amount of \$977.00, even after taking into consideration the parking fee. This supports that the rent increase was cancelled. I find the tenant had the right to rely upon the actions of the previous property manager. Therefore, I find the rent increase

issued on January 25, 2016, is not valid. I find the current rent payable each month is \$950.00.

I have reviewed the tenancy agreement. Parking is not included in the rent and is a separate fee. I find the landlord has the right to increase the parking fee each year as stated in the addendum to an amount that they have determined appropriate. The tenant has the option of not using the parking space, if they do not agree with that amount. I find the tenant has failed to prove a violation of the Act.

As the tenant's was successful with a portion of their application, I find the tenant is entitled to recover the cost of the filing fee. I authorize the tenant a **onetime** rent reduction of \$100.00 from a future rent payable to the landlord to recover this award.

Conclusion

The tenant's application to cancel a rent increase is granted.

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: April 29, 2020

Residential Tenancy Branch