



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, FFT

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date concerning an application made by the tenants disputing a rent increase and seeking an order cancelling a notice to end the tenancy for cause; and to recover the filing fee from the landlord for the cost of the application.

One of the tenants attended the hearing, gave affirmed testimony and represented the other tenant. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call.

The tenant advised that the landlord was served with the Application for Dispute Resolution and notice of this hearing by registered mail on October 30, 2020 and has provided a copy of a Registered Domestic Customer Receipt and a Canada Post cash register receipt bearing that date, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issues to be Decided

- Should the notice to end the tenancy be cancelled?
- Have the tenants established that rent has been increased contrary to the law?

Background and Evidence

The tenant testified that this month-to-month tenancy began on November 15, 2018 and the tenants still reside in the rental unit. Rent in the amount of \$800.00 is payable on the 1st day of each month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$400.00 as

well as a pet damage deposit in the amount of \$100.00, both of which are still held in trust by the landlord. The rental unit is a suite within a 4-plex, and a copy of the tenancy agreement, in part, has been provided as evidence for this hearing.

The tenant further testified that the landlord served a One Month Notice to End Tenancy for Cause (the Notice), and a copy has been provided for this hearing. It is dated October 19, 2020 and contains an effective date of vacancy of November 30, 2020 for repeated late rent. The tenant testified that he has not been repeatedly late with rent, other than occasions when the landlord consented.

On December 6, 2020 the landlord called the tenant and said he wanted to withdraw the Notice, and the tenant told him he needed a letter. The landlord provided the tenant with an email the following day, which has been provided for this hearing. It states, in effect that the landlord withdraws the Notice and a \$20.00 per month rent increase.

The tenant testified that rent has always been \$800.00 per month.

Analysis

Firstly, where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in good faith and in accordance with the *Residential Tenancy Act*. It appears that the landlord consents to a withdrawal of the Notice, however since the landlord has not attended the hearing, the landlord has not established that it was given in accordance with the *Act*. Therefore, I cancel the Notice and the tenancy continues.

With respect to a rent increase, it also appears that the landlord consents to withdrawing a \$20.00 per month increase. The law permits a landlord to increase rent, however there are rules around that, and the amount and form used must be in accordance with the *Act* and the regulations. There is no evidence before me that the landlord has issued a Notice of Rent Increase, and I order that rent remain at \$800.00 per month until raised by the landlord according to the *Act* and the regulations.

Since the tenants have been successful with the application, the tenants are also entitled to recovery of the \$100.00 filing fee, and I order that the tenants be permitted to reduce rent for a future month by that amount.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated October 19, 2020 is hereby cancelled and the tenancy continues.

I further order that rent remain at \$800.00 per month until raised by the landlord in accordance with the *Residential Tenancy Act* and the regulations.

I further order that the tenants be permitted to reduce rent for a future month by \$100.00 as recovery of the filing fee.

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: December 08, 2020

Residential Tenancy Branch