



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order regarding a disputed additional rent increase pursuant to section 43.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail on August 20, 2021. Both parties also confirmed the tenant served the landlord with her submitted documentary evidence via email which provided an online link to each of the submitted documentary evidence files which consists of the tenancy agreement, work records and screen shots of text messages. Both parties also confirmed the landlord served the tenant with her submitted documentary evidence by placing each in the tenant's mailbox on September 17, 2021 and another on September 20, 2021. Neither party raised any other service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to comply?

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

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant's agent (the tenant) seeks an order for the landlord to comply in that no receipts have been provided for cash payments of rent by the landlord. The landlord referenced the submitted document exhibit B an invoice for the tenant's work service in which a notation of \$300.00 was deducted for rent despite no notation that it was for rent. The landlord clarified that \$250.00 of the \$300.00 was for rent. The landlord stated that this was the established record for deducting rent from the tenant based upon her work invoice for the last 14 years. The landlord stated that no actual cash payments were made and as a result no receipt was needed as it was recorded on the work invoice. The tenant provided no further evidence.

The tenant also clarified a request regarding a determination on the landlord's illegal rent increase. The tenant seeks recovery of \$720.00 for overpayments of rent at \$120.00 per month for a 6 month period. The tenant stated that the landlord has automatically deducted \$120.00 per month without proper notice to the tenant regarding a rent increase. The landlord confirmed the tenant's claim stating that a rent increase was imposed on the tenant without their consent or proper notice. The landlord confirmed that she was aware that rent increases have been frozen.

Analysis

On the tenant's request for an order for the landlord to comply based upon the request for a receipt for cash payments of rent. I accept the undisputed affirmed evidence of the landlord in which a notation has been made on the tenant's work invoice for the last 14 years (despite no specific notation of rent being deducted). As well the landlord's undisputed claim that no actual cash payments are made by the tenant and that the tenant's rent has been credited a specific amount on each work invoice for rent payments. On this basis, I find that no receipts are necessary as there is a written accounting of the rent deductions noted on the tenant's work invoice. This portion of the tenant's request is dismissed. I note however that the landlord moving forward should provide specific notations on rent payments to avoid any future issues regarding rent. Pursuant to section 43 of the Act, a landlord may impose a rent increase only up to the amount:

- (a) calculated in accordance with the regulations,
- (b) ordered by the director, or
- (c) agreed to by the tenant

The allowable percentage rent increase for each calendar year is calculated according to the inflation rate.

Both parties confirmed that no notice of a rent increase was provided by the landlord to the tenant. Both parties also confirmed that due to the state of emergency imposed rent increases have been frozen for the disputed period of time.

Pursuant to Emergency Order 449-2020, Rent Increases- Residential Tenancy Act, 1.07, Rent Increases by a landlord effective after March 30, 2020 that rent increases may not be collected until November 30, 2020. This order was later extended to December 31, 2021.

On this basis, I find that the tenant has established a claim for recovery of an overpayment of rent of \$120.00 per month for a total of \$720.00 as claimed.

Conclusion

The tenant is granted a monetary order for \$720.00.

This order must be served upon the landlord. Should the landlord fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: September 28, 2021

Residential Tenancy Branch