



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANTAGE WEST REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to dispute a rent increase above the amount allowable under the Act pursuant to section 41.

The tenant attended the hearing, and the landlord was represented at the hearing by property manager, TG (“landlord”). As both parties were present, service of documents was confirmed. The landlord acknowledged receipt of the tenant’s Notice of Dispute Resolution Proceedings package and the tenant acknowledged service of the landlord’s evidence. Neither party took issue with timely service of documents. The tenant uploaded 4 pieces of evidence to the Residential Tenancy Branch dispute resolution website earlier today, however these pieces of evidence were excluded from consideration pursuant to rule 3.17 of the Residential Tenancy Branch Rules of Procedure as they were not provided to the landlord at least 14 days before the hearing, and it would cause unreasonable prejudice to the landlord if I were to accept it.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Issue(s) to be Decided

Should the rent increase be upheld or cancelled?

Background and Evidence

At the commencement of the hearing, I advised the parties that in my decision, I would refer to specific documents presented to me during testimony pursuant to rule 7.4. In accordance with rules 3.6, I exercised my authority to determine the relevance, necessity and appropriateness of each party's evidence.

While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of each of the parties' respective positions have been recorded and will be addressed in this decision.

The tenant gave the following testimony. His current rent is \$1,665.63. The landlord served him with a notice of rent increase on January 25, 2022. The tenant argues that he should not be required to pay the increased rent as the landlord has failed to improve his living condition commensurate to the rent increase.

The tenant states the landlord only has maintenance issues fixed to the bare minimum. For example, the faulty oven was replaced with another one from the 70's that had a defective motherboard and faulty elements. That issue has since been rectified. Further, the landlord refuses to supply air conditioning in the unit or replace older windows which are not energy efficient. They let heat out in the winter and don't keep heat out in the summer. The landlord has *"done nothing to increase the value of [my] rental and shouldn't be rewarded with more rent"*

The landlord gave the following testimony. The landlord fixed several of the issues identified by the tenant in an email sent to him following the filing of the application for dispute resolution. These include fixing bifold doors, weatherstripping, taps, doors and the oven. The windows may not be the most energy efficient, as they are original to the house, however they are functional and do not need replacing. The rental unit was not rented out with air conditioning and if the tenant wants to purchase his own portable unit, he can do so at his own expense.

The rent was increased in accordance with the Act. The last increase to the tenant's rent was on August 1, 2019, and the current rent increase disputed by the tenant was served on January 25, 2022, effective May 1, 2022. The landlord testified the increase is 1.5%, as allowed under the Act.

Analysis

Rent increases are governed by Part 3 of the Act. Part 3 requires that the landlord not increase the rent for at least 12 months from the effective date of the last rent increase. The notice of rent increase must be served at least 3 months before the effective date. It must be in the approved form and must be calculated in accordance with the regulations. Pursuant to section 22(3) of the regulations, a landlord may impose a rent increase that is no greater than the amount calculated as follows: percentage amount = inflation rate. For the year 2022, the increase was set at 1.5%.

Section 43(2) of the *Residential Tenancy Act* states:

A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

The parties agree upon the following facts. The tenant's current rent is \$1,665.63 and that it hasn't been increased since August 1, 2019, more than 12 months ago. The tenant was served with the landlord's notice of rent increase, drafted on the approved form [form #RTB-7] on January 25, 2022, with an effective date more than 3 months away, May 1, 2022.

The increase noted on the form is \$24.98 which I calculate to be exactly 1.5% of \$1,665.63.

I find that the rent increase complies with all sections of part 3 of the Act and I must uphold the rent increase pursuant to section 43(2) of the Act. The tenant's application is dismissed without leave to reapply and the tenant's rent is now \$1,690.61 per month.

Section 62 of the Act allows the director to determine any matters that arise under the Act or tenancy agreement related to an accepted application for dispute resolution.

The tenant was obligated to pay the increased rent as of the effective date stated in the notice of rent increase, May 1, 2022. The tenant acknowledged that he has only been paying the original rent since filing his application for dispute resolution. Accordingly, I find the landlord is entitled to the increased rent for May, June, July and August 2022 and I award the landlord compensation [$\$24.98 \times 4 = \99.92]. Pursuant to sections 62 and 67 of the Act, the landlord is granted a monetary order for **\$99.92**.

During the hearing, the tenant raised concerns that the landlord may not be complying with his obligation to repair and maintain the rental unit. The sole issue identified in the tenant's application for dispute resolution concerned a dispute to the rent increase, not

an order for repairs to be made to the unit, site or property pursuant to section 32. If the tenant seeks such an order the tenant must file another application for dispute resolution seeking that relief. I make no findings regarding the merits of the tenant's assertions.

Conclusion

The notice of rent increase issued on January 35, 2022, is upheld. The tenant's rent is \$1,690.61 effective May 1, 2022.

The landlord is entitled to a monetary order in the amount of \$99.92 pursuant to section 67 of the Act.

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: August 12, 2022

Residential Tenancy Branch