



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 6, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to dispute a rent increase; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 9:30 A.M. on January 24, 2023 as a teleconference hearing. The Tenant attended the hearing at the appointed date and time. No one appeared for the Landlord. The conference call line remained open and was monitored for 13 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenant and I were the only persons who had called into this teleconference.

The Tenant testified that they served their Application and documentary evidence package to the Landlord in person on September 21, 2022. The Tenant provided a proof of service document which was signed by the Landlord to confirm receipt. I find the above documents were sufficiently served to the Landlord, who is deemed to have been served on the same date, September 21, 2022, pursuant to Section 89 and 90 of the *Act*.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However,

only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to compensation relating to the Landlord's rent increase, pursuant to Section 42, 43, and 67 of the *Act*?
2. Is the Tenant entitled to an order granting the return of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Tenant stated that the tenancy began on July 1, 2018. The Tenant stated that they are currently required to pay rent in the amount of \$500.00 to the Landlord on the first day of each month. The Tenant was not required to pay a deposit to the Landlord. The Tenant confirmed he continues to occupy the rental unit.

The Tenant stated that he and the Landlord agreed to the Tenant only being required to pay a month rent of \$500.00 since April 1, 2022. The Tenant provided a copy of the e-transfer receipts in support of the monthly rent amounts paid. The Tenant stated that there is no written tenancy agreement between them. The Tenant stated that on September 1, 2022 the Landlord requested that the Tenant pay rent in the amount of \$750.00 per month. The Tenant stated that he refused to pay this amount. The Tenant stated that the Landlord then tried to negotiate \$700.00 monthly rent before offering \$600.00 a month rent to the Tenant.

The Tenant stated that the Landlord is not permitted to increase the rent above the allowable amount. Furthermore, the Tenant stated that the Landlord has not served the Tenant a formal Notice of Rent Increase. The Tenant confirmed that he has not paid the Landlord any of the increased amount of rent being sought. As such, the Tenant is not seeking compensation to do with the rent increase, only that the Landlord comply with the Act. The Tenant provided an email exchange between the parties in support of the Landlord seeking an increased amount of rent.

If successful, the Tenant is seeking the return of the filing fee.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 42 of the *Act* outlines the allowable timing and notice of rent increases;

A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

- (a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first payable for the rental unit;
- (b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

(2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.

(3) A notice of a rent increase must be in the approved form.

(4) If a landlord's notice of a rent increase does not comply with subsections (1) and (2), the notice takes effect on the earliest date that does comply.

Section 43 of the *Act* outlined the allowable amount of rent increase;

A landlord may impose a rent increase only up to the amount that is calculated in accordance with the Regulations, ordered by the Director, or agreed to by the tenant in writing.

Based on the Tenant's uncontested testimony, I find that the Tenant is required to pay rent in the amount of \$500.00. I find that the Landlord's communications seeking \$750.00, \$700.00, and \$600.00 a month in rent indicate that the Landlord is seeking to increase the rent above the allowable amount and is not in the approved form, contrary to Section 42 of the Act. I order that the Landlord comply with Section 42 of the Act when seeking to increase the Tenant's rent.

As the Tenant was successful in their Application, I find that they are entitled to the recovery of the **\$100.00** filing fee to make their Application. I order that the Tenant deduct this amount from one (1) future rent payment.

Conclusion

The Landlord is order to comply with Section 42 of the Act when seeking to increase the Tenant's rent. The Tenant's Application is successful. The Tenant is permitted to recover the \$100.00 filing fee which may be deducted from one (1) future rent payment.

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: January 24, 2023

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Residential Tenancy Branch