



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes DRI, OLC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy dispute. The tenants applied on February 14, 2023 for:

- dispute of a rent increase above the amount allowed by law; and
- an order for the landlord to comply with the Act, Regulation, and/or tenancy agreement.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matter

As the tenants confirmed their claim for an order for the landlord to comply with the Act, Regulation, and/or tenancy agreement was a duplication of their dispute of a rent increase, I dismiss without leave to reapply the tenants' claim for an order for the landlord to comply with the Act, Regulation, and/or tenancy agreement.

Issue to be Decided

Have the tenants been given a rent increase above the amount allowed by law?

Background and Evidence

While I have considered the presented documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following. The tenancy began in January 2019; rent is \$1,200.00, due on the first of the month; and the tenants paid a security deposit of \$600.00 which the landlord still holds. The parties agreed there is no written tenancy agreement.

The tenants testified that the landlord asked to increase their rent to \$1,800.00, but the tenants said that was not fair because they were not given three months notice and the increase was too high. The tenants testified they were not served a Residential Tenancy Branch *Notice of Rent Increase Form*.

The landlord testified that they did not raise the rent last year and cannot afford for the tenants to pay only \$1,200.00 in rent. The landlord testified that market rates have gone up and that the tenants can move to another place.

Analysis

Sections 42 and 43 of the Act outline the required timing, notice, and amount of rent increases:

Timing and notice of rent increases

42 (1) 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.

Amount of rent increase

- 43** (1) A landlord may impose a rent increase only up to the amount
- (a) calculated in accordance with the regulations,
 - (b) ordered by the director on an application under subsection (3), or
 - (c) agreed to by the tenant in writing.
- (2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.
- (3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.
- ...
- (5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

Based on the tenants' affirmed undisputed testimony that the landlord asked to increase their rent by \$600.00, the tenants were not given three months notice, and have not been served the rent increase on a Residential Tenancy Branch *Notice of Rent Increase Form*, I find the rent has not been increased in accordance with the Act.

The rent for this tenancy remains \$1,200.00 a month.

The 2023 [rent increase limit](#) is two percent.

In closing, the parties are advised that section 13 of the Act states that a landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

Conclusion

The rent for this tenancy remains \$1,200.00 a month.

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: May 02, 2023

Residential Tenancy Branch