



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

The hearing was originally scheduled for July 18, 2023, and I adjourned the hearing to August 30, 2023, and my Interim Decision was provided to the parties after the first scheduled date. I also ordered that the landlord must provide evidence to the Residential Tenancy Branch portal and to the tenant by no later than August 21, 2023.

On August 30, 2023 the tenant attended the hearing, however the line remained open while the telephone system was monitored for 10 minutes and no one for the landlord had joined the call. As a result I cancelled the 10 Day Notice to End Tenancy for Unpaid Rent or utilities. However, the landlord's agent attended after I had made that order.

The hearing continued with respect to the tenant's application for an order that the landlord comply with the *Act* or the tenancy agreement. The landlord has uploaded numerous documents, but was not able to confirm how or when any of the evidence was provided to the tenant.; the tenant indicated that he had not received any evidence from the landlord. I advised the parties that since the landlord could not prove that the tenant received the evidence, I declined to consider it.

All evidence of the tenant has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the tenant established that the landlord should be ordered to comply with the *Residential Tenancy Act* or the tenancy agreement with respect to rent increases?

Background and Evidence

**The tenant** testified that this tenancy began on July 10, 2010 and the tenant still resides in the rental unit. Rent in the amount of \$983.89 is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$425.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in an apartment complex.

The tenant further testified that rent is increased annually except during the moratorium during COVID.

The landlord told the tenant that rent was increased by \$25.00 in 2019 effective January 1, 2020, but the tenant did not receive a Notice of Rent Increase. Rent had been \$950.00 and the landlord said it went up to \$975.00.

The tenant has provided a copy of a letter from the previous Property Management company dated August 25, 2022 which states that the outstanding balance as of August 25, 2022 is \$759.20, and to avoid interest charges, the tenant was advised to pay that amount prior to September 8, 2022.

**The landlord's agent** testified that a private Property Management company was dealing with the tenancy at that time, who had delivered a Notice of Rent Increase by attaching it to the door of the rental unit on November 8, 2019, but does not know the amount of the increase or when it took effect.

The landlord's agent also testified that the landlord had also served the tenant with a Notice of Rent Increase for an increase of \$14.60 commencing January 1, 2022. The current rent at that time was \$973.00 and increased to \$987.60 effective January 1, 2022, but the landlord's agent does not know how or when it was served. The amount of unpaid rent in the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is an

accumulation carried forward for 12 months. The tenant paid the usual amount, avoiding the increase.

### Analysis

Firstly, a landlord may not charge interest on overdue rent.

The tenant has not provided any copies of Notices of Rent Increase, and it is impossible for me to determine what the amounts of rent increases should be.

Therefore, I dismiss the tenant's application for an order that the landlord comply with the *Act* or the tenancy agreement, with leave to reapply.

### Conclusion

For the reasons set out above, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 17, 2023 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

The tenant's application for an order that the landlord comply with the *Act* or the tenancy agreement is hereby dismissed with leave to reapply.

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 30, 2023

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Residential Tenancy Branch