



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Dispute Codes**

Landlord: MNR FF

Tenant: MNDC FF

### **Introduction**

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

The Landlord and the Tenant both attended the hearing.

### ***Tenants application***

The Landlord confirmed receipt of the Tenant’s Notice of Dispute Resolution Proceeding but stated he did not get any evidence. The Tenant provided registered mail tracking information showing he sent his entire package in one envelope to the Landlord on September 18, 2024. Pursuant to section 90 of the Act, I find the Landlord is deemed served with this package 5 days after it was sent to the address noted on the tenancy agreement for the Landlord.

### ***Landlord’s application***

The Tenant confirmed receipt of the Landlord’s Notice of Dispute Resolution Proceeding and evidence by email and I find these documents were sufficiently served.

All parties provided testimony and were provided the 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 submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

*Tenant*

- Is the Tenant entitled to recover money due to an unlawful rent increase?

*Landlord*

- Is the Landlord entitled to a monetary order for unpaid rent or utilities or for damages?

Background and Evidence

The parties had a previous dispute resolution proceeding whereby the security deposit was dealt with.

The Landlord is seeking the following:

- 1) \$1,110.97 – unpaid utilities and damage to the door lock

No monetary order worksheet was provided by the Landlord. The Landlord was asked to explain the amounts, and stated that they are from the bills attached as evidence. Utility bills for Fortis, BC Hydro, and the municipality were provided for the last part of the tenancy. The Landlord also provided a copy of the door lock receipt, which was to replace a damaged door lock.

The Tenant asserts that he does not owe these amounts aside from the door lock cost, which he agreed to pay for.

The Tenant is seeking:

- 1) \$324.00 – unlawful rent increase

The Tenant provided a copy of a rent increase he was given on October 19, 2023, which raised rent from \$3,100.00 to \$3,208.00. The effective date on the notice was February 1, 2024. However, the Tenant stated that the Landlord demanded that he start paying the rent increase immediately, so he did, starting November 1, 2023. The Tenant is seeking to recover the \$108.00 per month he overpaid for November, December, and January. The Tenant provided bank statements showing these amounts were paid.

The Landlord asserted that he and the Tenant agreed for the rent increase to take effect before February. However, the Tenant denies agreeing, and only paid because he was unaware of his rights.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Each application will be addressed separately. For each application, the burden of proof is on the person who made that application to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the other party. The Applicant must also provide evidence that can verify the value of the loss or damage. Finally it must be proven that the applicant did everything possible to minimize the damage or losses that were incurred.

I first turn to the Landlord's application. I note the Landlord failed to provide a monetary order worksheet or any breakdown of the bill amounts. He loosely stated that the total reflects the sum of the bills provided, but I totalled the bills up, and I note they amount to around \$1,380.31, plus \$70.86 for the locks. I am unclear how the total of \$1,110.97 was arrived at. The Landlord did not articulate this total calculation, such that I could understand the various amounts. I find the Landlord has failed to sufficiently demonstrate the value of his loss for the utility bills, and I dismiss these items in full, without leave.

With respect to the door lock, I note the Tenant agrees to pay this amount. As such, I award the Landlord \$70.86.

Next, I turn to the Tenant's application. I find there is insufficient evidence of any written or verbal agreement to raise rent, as asserted by the Landlord. In any event, he issued a notice of rent increase on October 19, 2023, which was supposed to take effect February 1, 2024. I find the Tenants documentary evidence supports that he paid this

rent increase starting in November 2023, for 3 months more than he was supposed to, had the Landlord followed the normal timeframes under the Act for giving a rent increase (3 months advance notice). I find the Tenant overpaid his rent by \$324.00, as he was not legally required to start paying the increased rental amount until February 2024. I award \$324.00.

After offsetting the two amounts, I find the Tenant is entitled to a monetary order for \$253.14.

I find neither party is entitled to recover the filing fee, since both parties were successful, to some degree, and these items cancel each other out.

### Conclusion

The Tenants are granted a monetary order pursuant to Section 67 in the amount of **\$253.14**. This order must be served on the Landlords. If the Landlords fail to comply with this order the Tenants may file the order in the Provincial Court (Small Claims) and be 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: November 14, 2024

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Residential Tenancy Branch