

MINI CASE STUDIES



1.
 - a. This rent increase is not effective because the landlord did not give proper notice. The law says that a landlord must give six or twelve months' written notice before they can raise the rent.
 - b. Yes, Jerry was within his rights to withhold the extra rent.
2.
 - a. This increase in rent for the parking space is not effective. The landlord is not allowed to charge more or take away services agreed to upon making a rental agreement.
 - b. The landlord cannot simply raise the rent for the parking space. They either need to negotiate an increase with Ferne, or make an application to the Office of Residential Tenancies to try and gain permission to charge more for the parking spot. A more cynical landlord may simply raise the rent of the apartment to gain the extra \$25 per month.
3.
 - a. Removing the machines was not legal, because the landlord is not allowed to take away services agreed to upon making a rental agreement.
 - b. The landlord should have made an application to the Office of Residential Tenancies to attempt to change the services supplied in the apartment.

ROLE PLAY! CAN THE LANDLORD DO IT?

1. Yes. The landlord can do it. Mrs. Fehr had reason to enter in order to protect her property in an emergency such as this.
2. Yes. The landlord can do it. Locks on private suites can only be changed with the agreement of the tenant.
3. No. The landlord cannot do it. In this case, the storm was merely predicted. It was not actually storming. If there was an actual storm and damage was happening, it could be seen as an emergency requiring the landlord to protect the property and enter the apartment.
4. No. The landlord cannot do it. Landlords cannot restrict the guests of their tenants.
5. Yes. The landlord can do it. The landlord made a reasonable attempt to contact her. It was reasonable to assume that Julie was not home.
6. No. The landlord cannot do it. As long as the sign was not of unreasonable size, the landlord cannot restrict Tammy from showing the campaign sign.
7. No. The landlord cannot do it. The tenant should be protected from unreasonable disturbances from both other tenants and the landlord.