



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

MNDC, FF, O

Introduction

This hearing was conducted by way of written submission and evidence to deal with the tenants' application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fees from the landlords for the cost of this application. Each of the tenants filed separate applications for dispute resolution, and have individual claims in terms of amounts and dates, however all applications relate to claims of unlawful rent increases and overpayment of utilities. Further, one tenant claims that the size of her rental yard was decreased when a sewage system was installed, and she claims a retroactive rent reduction for 44 months.

The parties were notified to provide original documents that they intended to rely on and any further evidence or submissions to the Residential Tenancy Branch and to the opposing party(s) by October 11, 2010, and written responses to that evidence by October 25, 2010. All information and documentation received has been reviewed and is considered in this Decision.

Prior to the date of the deadlines for providing evidence, the tenants in Unit #24 withdrew their claim. Therefore, that application is hereby dismissed without leave to reapply.

Issue(s)

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenancies in this matter are manufactured homes in a manufactured home park. The tenants claim that unlawful rent increases have been imposed by the landlords, and that the landlords have charged the tenants for utilities which are to be included in the rent. The tenants are requesting separate amounts for rent overpayment and utilities paid over the years. Further some tenants have resided in the manufactured home park longer than others.

The tenants claim that the landlords served Notices of Rent Increases which were not completed in accordance with Sections 34, 35 and 36 of the *Manufactured Home Park Tenancy Act*, in that only 4 of the 7 pages were served on each of the tenants. Further, the tenants claim that the landlords have taken the position that new tenants assume the existing tenancy agreement from previous owners and pay a rent increase once per year from the date of the last increase for that manufactured home, instead of from the date of ownership, which is when the new tenant enters into a tenancy agreement with the landlords. If the latter applies, are the landlords entitled to increase the pad rental to any amount, or are the landlords bound by the *Act* to limit the increase to the lawful amount as stated in the Regulations from the date of the last increase?

Tenants' Evidence

The tenants provided the following information:

UNIT #1

- Copy of Notice of Rent Increase issued October 22, 2003. It states that the last rent increase came into effect on May 1, 2003 and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The current rent is \$315.00, increase is \$5.00 and new rent is \$320.00 commencing May 1, 2004. The form appears to be a 1 page form.
- Copy of a handwritten document which appears to be faxed from the landlords explaining sewer paid last year and this year. It states that sewer charges of \$5973.80 were paid March 31, 2002. Further, "Sewer 2003 due Sep 31, 2003" showing \$286.67 per unit per year is required and that a 10% discount is offered if paid by March 31, 2003, being \$258.00. A late payment of 1% per month will be charged if \$258.00 is not paid by September 31, 2003. The note also states that water is included in the rent.

UNIT #2

- Copy of Notice of Rent Increase issued January 26, 2010. It states that the last rent increase came into effect on May 1, 2009 and covered the tenancy agreement is Snow Removal only. The current rent is \$368.00, increase is \$13.00 and new rent is \$381.00 commencing May 1, 2010. Only 4 of 7 pages have been provided.
- Copy of Contract of Purchase and Sale with a completion date of January 31, 2006 and a possession date of February 1, 2006.

UNIT #4

- Copy of a cheque in the amount of \$192.00 for sewer dated November 1, 2001.
- Copy of a cheque in the amount of \$310.00 dated November 1, 2001.

UNIT #5

- Copy of a 2 page notice of rent increase (both pages provided) dated November 7, 2006. It states that the last rent increase came into effect on May 1, 2006 and that this is the first increase, the date the rent was established was August 1, 2006 and covered the tenancy agreement is Sewage Disposal, Parking, Snow Removal, and Maintenance. The current rent is \$350.00, increase is \$14.00 and new rent is \$364.00 commencing May 1, 2007.

UNIT #6

- Copy of an unsigned document entitled "Transfer of Ownership" dated November 21, 2001 with a note attached that states that the tenant started to pay padrent November 8, 2001.

UNIT #8

- Copy of Notice of Rent Increase issued January 27, 2008. It states that the last rent increase came into effect on May 1, 2007 and covered the tenancy agreement are Sewage Disposal, Parking, Snow Removal and Maintenance. The current rent is \$343.00, increase is \$12.00 and new rent is \$355.00 commencing May 1, 2008. A note also states "Moved In June 29, 2007." Only 4 of 7 pages have been provided.

UNIT #10

- Copy of month-to-month tenancy agreement dated April 26, 2000, signed by the parties with a rental amount of \$270.00 per month. It does not state what services are included with the rent.
- Copy of a single page of a document dated July 31, 2000 entitled, "Appendix A – NOTICE OF RENT INCREASE." It states that the last rent increase was May 1, 2000. It does not state that it is a first rent increase for the unit – current rent is \$270.00; rent increase is \$30.00. A note attached states that the tenant started to pay padrent in May, 2000.

UNIT #12

- Copy of Notice of Rent Increase. Only pages 1 and 2 of 7 are included, and there is no indication of when it was issued. It states that Sewage Disposal, Parking, Snow Removal and Maintenance are covered by the tenancy agreement. The date the last increase came into effect is stated to be May 1, 2008. There is no indication of the current rent or increase, but the new rent is \$368.00 commencing May 1, 2009.

UNIT #13

- Copy of Notice of Rent Increase issued October 22, 2003. It states that the last rent increase came into effect on May 1, 2003 and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The current rent is \$330.00, increase is \$5.00 and new rent is \$335.00 commencing May 1, 2004. The form has 2 pages and both have been provided.

- Copy of Notice of Rent Increase issued January 5, 2005. It states that the last rent increase came into effect on May 1, 2004 and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The current rent is \$335.00, increase is \$5.00 and new rent is \$340.00 commencing May 1, 2005. The form appears to be a 1 page form.

UNIT #15

- Copy of Notice of Rent Increase issued January 27, 2010. It states that the last rent increase came into effect on May 1, 2009 and covered the tenancy agreement is Snow Removal only. The current rent is \$368.00, increase is \$13.00 and new rent is \$381.00 commencing May 1, 2010. Only 4 of 7 pages have been provided.

UNIT #17

- Copy of Notice of Rent Increase issued October 22, 2003. It states that the last rent increase came into effect on May 1, 2003 and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The current rent is \$325.00, increase is \$5.00 and new rent is \$330.00 commencing May 1, 2004. The form appears to only have one page. A note is attached that states that the tenant started to pay padrent October 1, 2003.
- Copy of Tenancy Agreement dated September 20, 2003. There is no indication of what items are included in the rent.

UNIT #20

- Copy of Contract of Purchase and Sale for this unit with a completion date of May 9, 2001 and a possession date of May 11, 2001.
- Letter dated February 10, 2010 from tenant in Unit #27 stating that he was the former manager of the park, and that to the best of his knowledge the pad rent for this unit was increased from \$270.00 per month to \$300.00 per month May 1, 2001, and that all subsequent padrents were increased in May every following year.
- A note attached to the documentation saying that the pad rent at the time of the acceptance of the offer to purchase, the rent was \$270.00 and was raised to \$300.00 starting May 1, 2001.
- Another note attached to the documentation states that the tenant started to pay padrent in April, 2001.

UNIT #21

- Copy of Notice of Rent Increase issued January 25, 2005. It states that the date the last increase came into effect was May 1, 2004, and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The "X" on all the items and the writing on the form are consistent and appear to be made with carbon paper. The current rent is \$335.00, increase is \$5.00 and new rent is \$340.00 commencing May 1, 2005. The form appears to be a 1 page form.

UNIT #22

- Copy of Notice of Rent Increase issued January 27, 2008. Only pages 1 and 4 of 7 are included, and there is no indication of when the last rent increase came into effect or what items are covered by the tenancy agreement. The current rent is \$358.00, increase is \$13.00 and new rent is \$371.00 commencing May 1, 2008.

UNIT #23

- Copy of Notice of Rent Increase issued January 27, 2008. It states that the last rent increase came into effect on May 1, 2007 and covered by the tenancy agreement are Sewage Disposal, Parking, Snow Removal and Maintenance. The current rent is \$358.00, increase is \$13.00 and new rent is \$358.00 commencing May 1, 2008. Only 4 of 7 pages have been provided.

UNIT #24A

- Copy of a single page of a document dated October 22, 2003 entitled, "Appendix A – NOTICE OF RENT INCREASE." It states that the last rent increase was May 1, 2003. It states that the current rent is \$315.00; rent increase is \$5.00 and the new rent is \$320.00 commencing May 1, 2004.

UNIT #25

- No documentation was provided. The tenant provided a list stating that rent was increased early, and that the purchase of the home was September 1, 2006. It also states that the pad rent increased May 1, 2007. However, that document also states that from September 2006 to August 2007 the rent had increased \$13.00 per month for 4 months, and similarly for each year thereafter.

UNIT #26

- Copy of Notice of Rent Increase issued January 31, 2009. It states that the last rent increase came into effect on May 1, 2008 and covered the tenancy agreement are Sewage Disposal, Parking, Snow Removal and Maintenance. The current rent is \$366.00, increase is \$13.00 and new rent is \$379.00 commencing May 1, 2009. Only 4 of 7 pages have been provided.

UNIT #27

- Copy of Notice of Rent Increase issued January 29, 2010. It states that the last rent increase came into effect on January 1, 2009 and covered by the tenancy agreement is Snow Removal only. The current rent is \$366.00, increase is \$13.00 and new rent is \$379.00 commencing January 1, 2010. Only 4 of 7 pages have been provided. Also attached is a copy of the Annual Utilities Invoice.
- Document entitled "Manufactured Home - Transfer of Ownership" dated November 22, 1999 but does not contain a completion date or a possession date.

UNIT #30

- Copy of Notice of Rent Increase issued October 22, 2003. It states that the last rent increase came into effect on May 1, 2003 and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The "X" on Sewage Disposal is clearly marked with a different color pen than the other items, and "Electricity" contained an "X" but the "X" and the whole word have been crossed out. The current rent is \$315.00, increase is \$5.00 and new rent is \$320.00 commencing May 1, 2004. The form has 2 pages and both have been provided.
- Copy of Notice of Rent Increase issued January 25, 2005. It states that this is the first rent increase, and the date the rent was established was 04.03.04, and covered by the tenancy agreement are Water, Sewage Disposal, Parking, and Snow Removal. The "X" on all the items, and the writing on the form is consistent and appears to be made with carbon paper. The current rent is \$320.00, increase is \$5.00 and new rent is \$325.00 commencing May 1, 2005. The form appears to be a 1 page form.
- A note signed by the tenant stating that she moved in on March 26, 2004, and the previous rent increase was dated October 22, 2003 from \$315.00 to \$320.00 effective May 1, 2004, which was one month after moving in.
- Contract of Purchase and Sale showing completion date of March 25, 2004 and possession date of March 26, 2004.

ALL UNITS:

- Letter dated February, 2009 from the landlord to all the tenants stating that one water meter will be installed for the park & will be included in rent but rent may increase as a result.
- Letter dated July 15, 2010 from the landlord to the tenants accusing some tenants of tampering with documents and offers a settlement that the landlord will not pursue a fraud investigation if the tenants cooperate by withdrawing their claims.
- Letter dated July 27, 2010 from the landlord to the tenants saying that the sewer system was installed in 1999 as required by the municipality (or park could have been redeveloped). It further states that the landlord chose to do only the lower section of the park to keep costs down to about \$30.00 per home (including the annual increase) instead of about \$75.00 per home, and that the other section of the park will have to be done soon, and that maintenance on old pipes is inevitable.

Landlords' Evidence

The landlords' written submission claims that the landlords have taken the position that new tenants assume the existing tenancy agreement from previous owners and pay a rent increase once per year from the date of the last increase for that manufactured

home. That way everyone received the same increase at the same time, and new purchasers weren't charged a higher rent if they assumed the tenancy agreement from the sellers. They further claim that they have not attempted to impose an additional rent increase even though expenses have increased. Also, some years there were no increases at all, or as low as \$5.00 per month.

The landlords provided the following information:

- Letter to the Residential Tenancy Branch explaining that the landlords have requested a face-to-face hearing because the landlords are concerned that the tenants' documentation had been altered and felt that cross examining each tenant on that evidence would further support the landlords' claim that the rent increases were justified and sewer was not included in the rent. That letter further explains that the tenants in units #1 and #27 received rent increase notices effective January 1, 2010 and both paid the increase until April, 2010, at which time the tenants adjusted their rental payments back to the monthly rent for 2009. Also, the new managers of the park were trained by the ex-manager who is the tenant in Unit #27, and notices of rental increases were served without the full 7 pages required. The new managers attempted to add the 3 pages to the tenants, but the tenants refused. The letter also states that the landlords have always treated new tenants as an assignment of the previous tenancy, and that there are no tenancy agreements. Any agreements provided were intended to be rules and regulations of the park, not tenancy agreements. Further, the Rentals man of previous years had advised the landlord that the rent increase goes with the pad and not with the occupant once per year. The landlords also question whether tenants should be allowed to start claims retroactive for 10 years or more. The letter also speaks to payment of sewer stating that the municipality decided it was easier to bill the landlords rather than each tenant, and that it was not added to the rent so that the tenants would receive the benefit of the 10% discount for early payment.
- Document entitled "Notes for Arbitration" stating that there is no contract that states that sewer is included. It further states that the landlords have never increased the rent to any new purchaser, and that any contracts were "always called 'Rules & Regulations' " and they do not contain signatures of the parties. For 2 years in the 1990's there were no rental increases, and for the years 2005, 2006 and 2007 increases were \$5.00 per month for each of those years. The letter further explains that the ex-manager in Unit #27 failed to provide the tenants with all 7 pages of the rental increases and then instigated these claims because not all pages had been served.

ORIGINAL DOCUMENTATION PROVIDED

- Notice of Rent Increase to Unit #19 dated Aug 30 2002 states last increase was May 1, 2002 – current rent \$310 new rent \$315 – effective May 1 2003 – states that items included in the tenancy agreement are Water, Parking, Snow Removal

- Real Estate Purchase Agreement for Unit #29 dated August 17, 2002 showing completion & possession date of September 15, 2002 and states pad rent is \$310 due for increase May 1/03
- Notice of Rent Increase to Unit #1 dated May 29, 2010 states last increase was January 1, 2009, current rent \$355.00, new rent \$368.00 effective September 1, 2010 and states that items included in the tenancy agreement are Water, Snow Removal; 4 pages of 7 have been provided
- Note from tenant in Unit #24 saying that the landlord only phones the tenant to tell amount of sewer fee & requests an invoice
- Notice of Rent Increase for Unit #5 dated Nov 7/06. This document appears to be photocopy of carbon copy with pencil markings over some of it and shows that included in rent are Sewer Disposal, Parking, Snow Removal, and Maintenance. A 2003 Form only has 2 pages and both are submitted
- Another copy of #5 above that does not show that Sewer Disposal is included
- Notice of Rent Increase for Unit #25 dated November 9, 2006 which appears to be photocopy of carbon copy with pencil markings over some of it and shows that included in the rent is Parking, Snow Removal and Maintenance. A 2003 Form was used, which only has 2 pages and both are submitted
- Another copy of #7 which shows Sewer Disposal is included in rent as well as Parking, Snow Removal and Maintenance
- Group of Notice of Rent Increases with a note that states: "Sewer & Water not marked on 31 originals (water should be) forms are copied & rents & names are added in ink by ex-manager (2 originals separate)." On all copies, water is outlined with a pencil or pen mark as though it had been checked off and was removed before the form was photocopied. Those notices show as follows:

Unit	Date	Included	Rent Now	Amount of Increase	New Amt	Commencing
1	Nov 7/06	Parking, Snow, Mtce	330	13	343	May 1/07
2	"	"	330	13	343	"
3	"	"	330	13	343	"
4	"	"	345	13	358	"
5	"	"	350	14	364	"
6	"	"	330	13	343	"
7	"	"	330	13	343	"
8	"	"	330	13	343	"
9	"	"	330	13	343	"
10	"	"	335	13	348	"
11	"	"	335	13	348	"
12	"	"	330	13	343	"
13	"	"	345	13	358	"
14	"	"	330	13	343	"
15	"	"	330	13	343	"
17	Nov 9/06	"	335	13	348	"
18	"	"	335	13	348	"
19	"	"	330	13	343	"

20	"	"	340	13	353	"
21	Nov 6/06	"	345	13	358	"
22	Nov 9/06	"	345	13	358	"
22A	"	"	330	13	343	"
23	"	"	345	13	358	"
24	"	"	350	14	364	"
24A	"	"	330	13	343	"
26	"	"	340	13	353	"
28	"	"	330	13	343	"
29	"	"	330	13	343	"
30	"	"	330	13	343	"

- The date that the last increase came into effect in each of the above notices is May 1, 2006, however notice for Unit #2 also says this is first increase and rent was established 01Sep06.
- Unit #5 was in a separate evidence package from the landlords & says it is the first increase and rent was established 01Aug06. Also, the landlord wrote a note on the copy saying she has original and that the tenant will show his copy has sewer included. This copy does not have sewer included.
- Also provided is a note that there is no increase for #27, and a letter provided by that tenant dated April 1, 2010 states he's overpaid \$11 per month for 3 months and has deducted the overpayment from April's rent. The landlord has stapled a note to it saying "#27 Ex Manager who apparently never gave all pages. Was given especially low rent – with the understanding to increase in May/09 – never was given that increase til Jan/10"
- The landlord also provided a copy of a letter dated July 31, 2006 from a lawyer stating the sale completed today and has been registered at the Mobile Home Registry regarding Unit #27 and encloses \$1,715.37 for unpaid rent & late fees to July 31, 2006 and \$254.67 for sewer usage charge.
- Also provided is an Annual Utilities Invoice from the municipality dated January 28, 2008 for 32 units costing \$8,847.68 for Water; \$8,477.76 for Sewer; and another for February 11, 2009 being \$9,635.20 for water and \$8,648.64 for sewer.

On May 29, 2010 a letter was sent to the tenants from the owner stating that due to an error in the previous Notices of Rental Increase, new forms have been issued and the rental increase is extended to September 1, 2010. The note further asks the tenants to adjust the rent cheques for June, July and August accordingly.

Analysis

Firstly, dealing with the tenancy agreements, the *Manufactured Home Park Tenancy Act* states as follows:

- 12** The standard terms are terms of every tenancy agreement
- (a) whether the tenancy agreement was entered into on or before, or after, January 1, 2004, and
 - (b) whether or not the tenancy agreement is in writing.

- 13** (1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

Subsection (2) goes into great detail of what must be set out in the tenancy agreements.

I do not accept the evidence of the landlords that the tenancy agreements are not really tenancy agreements, but Rules and Regulations of the Park. They are contracts regardless of how the landlords choose to use them.

Further, I find that the tenants have failed to prove that sewer was included in the rent. No signed tenancy agreements have been provided that show what is included in the rent. I find that the tenants are relying on notices of rent increases, however, a tenancy agreement exists even if the parties cannot produce written agreements. The onus is on the tenants to prove that the utilities were agreed to be included in the rent at the outset of the tenancy. The documentation shows that the tenants have been paying the sewer, for example, Unit #4 paid for sewer and provided a receipt for same dated November 1, 2001.

I also note that none of the tenants have provided copies of the November 7, 2006 increase notices to dispute the landlord's evidence with the exception of Unit #5, however I must accept the evidence of the landlord because there is clearly no "X" marked in the box to indicate that sewer is included. I accept the evidence of the landlord that there is no documentation proving that sewer is included in the rent.

With respect to rental increases, because the *Act* requires that every tenant enters into a tenancy agreement with the landlord, the rental increases must not be more often than once per year starting no sooner than one year from when that tenancy begins. Section 46 of the *Act* states that incorrect dates are changed to the earliest date that complies with the *Act*. Therefore, I find that tenants in some Units paid rent increases sooner than the *Act* permits and the landlord must therefore reimburse them.

Further, the *Act* requires that notice of rent increases be served on the tenants in the form approved by the *Act*. It is clear in the evidence that the last notice of rent increase was not in the proper form. The landlord has provided new notices, and the rent increases will be effective on the date of that notice unless ordered otherwise by the Director upon further application.

For each of the units, I find as follows:

- **Unit #1** – \$355.00 effective January 1, 2009
- Notice of rent increase dated May 29, 2010 is set aside
- Tenant is entitled to reimbursement of \$13.00 per month from September 1, 2010 to date.
- This tenant has already deducted the overpayment, and is not entitled to a further rent reduction

- **Unit #2** – \$330.00 effective February 1, 2006
- Notice of rent increase states that this is the first increase, and that the date the rent was established was September 1, 2006. However, the contract of purchase and sale shows that the tenant took possession of that unit on February 1, 2006. Therefore, the tenant could not have been issued a notice of rent increase that took effect before February 1, 2007.
- Notice of rent increase issued November 7, 2006 was effective May 1, 2007 by \$13.00 to \$343.00
- Tenant has failed to establish that this was an unlawful rent increase
- Unit #2 - \$368.00 effective May 1, 2009
- Notice of Rent Increase issued January 26, 2010 is set aside
- Tenant is entitled to reimbursement of \$13.00 per month for each month that the increase was paid by the tenant

- **Unit #5** - \$350.00 effective at move in, August 1, 2006
- Notice of rent increase dated November 7, 2006 set aside
- Tenant is entitled to reimbursement of \$14.00 per month from May 1, 2007 until July 1, 2007 (3 months) (incorrect dates are automatically changed to the date that complies with the *Act*.)

- **Unit #8** - \$343.00 effective May 1, 2007
- Notice of rent increase issued January 27, 2008 is set aside
- Tenant is entitled to reimbursement of \$12.00 per month from May 1, 2008 until June 1, 2008 (2 months) (incorrect dates are automatically changed to the date that complies with the *Act*.)

- **Unit #10** – \$270.00 effective May 1, 2000 at the outset of the tenancy
- Notice of rent increase issued dated July 31, 2000 is effective May 1, 2001. I find that the tenant has failed to establish that the rent increase was unlawful.

- **Unit #12** - Only pages 1 and 2 of 7 of the Notice of Rent Increase are included, and there is no indication of when it was issued. The date the last increase came into effect is stated to be May 1, 2008. There is no indication of the current rent or the amount of the increase, but the new rent is \$368.00 commencing May 1,

2009. I find that the tenant has failed to establish that any rent increase was unlawful, or if only pages 1 and 2 of the Notice of Rent Increase was provided by the landlord, the tenant has failed to show what the amount of the unlawful rent increase is.

- **Unit #13** - Copy of Notice of Rent Increase issued October 22, 2003. It states that the last rent increase came into effect on May 1, 2003. The current rent is \$330.00, increase is \$5.00 and new rent is \$335.00 commencing May 1, 2004. The form has 2 pages and both have been provided. Also provided is a copy of a Notice of Rent Increase issued January 5, 2005. It states that the last rent increase came into effect on May 1, 2004. The current rent is \$335.00, increase is \$5.00 and new rent is \$340.00 commencing May 1, 2005. The form appears to be a 1 page form. I find that the tenant has failed to establish that either rent increase is unlawful.
- **Unit #15** - \$368.00 effective May 1, 2009
- Notice of rent increase issued January 27, 2010 is set aside
- Tenant is entitled to reimbursement of \$13.00 per month for each month that the increase was paid by the tenant for the months of May, 2010 to date.
- **Unit #17** – \$325.00 effective October 1, 2003
- Notice of Rent Increase issued October 22, 2003 is set aside.
- Tenant is entitled to reimbursement of \$5.00 per month for May 1, 2004 until September 1, 2004 (5 months) (incorrect dates are automatically changed to the date that complies with the Act.)
- **Unit #20** – \$270.00 effective April 1, 2001- I find that the tenant has failed to establish that there was an unlawful rent increase. The possession date of the unit was May 11, 2001, no copy of a rental increase or tenancy agreement was provided. The acceptance of the offer to purchase is not a binding contract on the landlord, and I find that the landlord was not bound to the amount of rent paid by the previous tenant. A note is attached to the documentation saying that the pad rent at the time of the acceptance of the offer to purchase, the rent was \$270.00 and was raised to \$300.00 starting May 1, 2001.
- **Unit #21** – \$335.00 effective May 1, 2004 and raised \$5.00 per month effective May 1, 2005 – I find that the tenant has failed to establish that the increase was unlawful.
- **Unit #22** – \$358.00 was effective May 1, 2007
- Notice of rent increase dated January 27, 2008 set aside
- No indication of what pages were actually received by the tenant. Accept that not all pages were received
- Tenant is entitled to reimbursement of \$13.00 per month for May 1, 2008 to date

- **Unit #23** – \$358.00 effective May 1, 2007
- Notice of rent increase issued January 27, 2008 is set aside
- Tenant is entitled to reimbursement of \$13.00 per month from May 1, 2008 to date

- **Unit #24A** – A copy of a single page of a document was provided which is dated October 22, 2003 entitled, "Appendix A – NOTICE OF RENT INCREASE." It states that the last rent increase was May 1, 2003. It states that the current rent is \$315.00; rent increase is \$5.00 and the new rent is \$320.00 commencing May 1, 2004.
- I find that the tenant has failed to establish that any rental increase was unlawful.

- **Unit #25** – This tenant provided no evidence of any rental increase. I accept that the home was purchased in September, 2006, and the first lawful rent increase would be September 1, 2007. The tenant did not establish the dates of any rental increases nor if they were unlawful

- **Unit #26** – \$366.00 effective May 1, 2008
- Notice of rent increase issued January 31, 2009 is set aside
- Tenant is entitled to reimbursement of \$13.00 per month from May 1, 2009 to date

- **Unit #27** - \$366.00 effective January 1, 2009
- Notice of rent increase issued January 29, 2010 is set aside
- This tenant has already deducted the overpayment, and is not entitled to a further rent reduction

- **Unit #30** - \$315.00 effective May 1, 2003
- Tenant took possession on March 26, 2004
- Soonest date for rent increase is April 1, 2005
- Notice of rent increase dated October 22, 2003 is set aside
- Tenant is entitled to reimbursement of \$5.00 per month from May 1, 2004 until May 1, 2005 (12 months)
- Notice of rent increase dated January 25, 2005 increases the rent \$5.00 per month effective May 1, 2005 is a lawful rent increase

With respect to Unit #25, I find that the landlord has decreased the size of the yard considerably which has devalued the tenancy. The applicant did not provide a sum by which she feels the tenancy has been devalued, however provided photographs with explanations and claims a rent reduction for 44 months. The tenant has also provided

me with a 2 paged Notice of Rent Increase dated November 9, 2006 which states that as of May 1, 2006 the tenant paid \$340.00 per month, and rent was increased to \$353.00 effective May 1, 2007. The tenant has failed to provide me with the date that the tenancy was first devalued or the amount of rent paid for each of the years.

Conclusion

I order that the landlord comply with the *Act* by preparing a tenancy agreement for each tenant residing in the Park and a new tenancy agreement for new tenants that move into the park.

With respect to the claim for Unit #25 for a devaluation of the tenancy, I dismiss this portion of the application with leave to reapply.

I further order that all notices of rent increases that were served by only serving some of the 7 pages required be set aside. For the following units, I order that the amount by which the landlord must reimburse those tenants is as follows:

UNIT #	MONTHLY	NO. OF MONS	REIMBURSE	COMMENTS
1	\$13.00	September 1, 2010 to date.		This tenant has already deducted the overpayment, and is not entitled to a further rent reduction
2	\$13.00	7 months	\$91.00	May 1 to Nov 1/10
5	\$14.00	3 months	\$42.00	May 1/07 to Jul1/07
8	\$12.00	2 months	\$24.00	May 1/08 to Jun 1/08
15	\$13.00	7 months	\$91.00	May 1 to Nov 1/10
17	\$5.00	5 months	\$25.00	May 1 to Sep 1/04
22	\$13.00	31 months	\$403.00	May 1/08 to Nov1/10
23	\$13.00	31 months	\$403.00	May 1/08 to Nov 1/10
26	\$13.00	19 months	\$247.00	May 2009 Nov 2010
27	\$13.00	September 1, 2010 to date.		This tenant has already deducted the overpayment,

and is not entitled to
a further rent
reduction

30	\$5.00	12 months	\$60.00	May 1/04 to May 1/05
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I further order that each of the tenants in the units indicated above be permitted to deduct the amounts from a future monthly rental payment. Those tenants are also entitled to recovery of the \$50.00 filing fee, and I order that \$50.00 in addition to the awards set out above be deducted from a future rental payment.

With respect to the claims for Units #4, #6, #10, #12, #13, #20, #21, #24A, and #25 those applications are hereby dismissed without 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: November 29, 2010.

Dispute Resolution Officer