

DECISION

Dispute Codes DRI, CNR, AS, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 39;
- an order regarding a disputed additional rent increase pursuant to section 36;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 58; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties agreed that the tenant sent and the landlord received a copy of the tenant's application for dispute resolution hearing package by registered mail on November 9, 2010. I am satisfied that the tenant served her hearing package to the landlord in accordance with the *Act*. I am also satisfied that the parties exchanged written evidence in accordance with the *Act*.

At the commencement of the hearing, the parties confirmed that the tenant paid the rent identified by the landlord as outstanding in the landlord's November 2, 2010 10 Day Notice to End Tenancy for Unpaid Rent. As such, the landlord was no longer seeking a notice to end tenancy on this basis, and the tenant withdrew her application for cancellation of that notice. In addition, the tenant withdrew her application for an order allowing her to assign or sublet her rental unit. She did so because she testified that she had never submitted any request to the landlord to be given permission to assign or sublet her rental premises.

Issues(s) to be Decided

Is the landlord entitled to a rent increase from the tenant? Is the tenant entitled to recover her filing fee for this application from the landlord?

Background and Evidence

On May 28, 2009, the landlord served the tenant with a Notice of Rent Increase for the tenant's manufactured home site. In that Notice, the landlord advised the tenant that he was seeking the standard monthly increase in rent from \$334.95 to \$347.34 effective October 1, 2009. The parties agreed that the tenant was paying monthly rent of \$347.34 as of October 1, 2009.

On June 22, 2010, the landlord served the tenant with another Notice of Rent Increase which proposed increasing her rent by the standard allowable monthly amount of \$11.11 to \$358.45 as of October 1, 2010.

The landlord testified that the tenant objected to the spelling of her first name in the Notice of Rent Increase, and also asked to have another name added as a tenant on this document. As the landlord believed that the incorrect spelling of the tenant's first name invalidated the Notice of Rent Increase, he sent her a written notice that the June 22, 2010 Notice was null and void. In its place, the landlord sent a July 12, 2010 Notice of Rent Increase, with the correct spelling of the tenant's name. In this Notice, to take effect on November 1, 2010, the landlord outlined the details of his revised calculations which included "the proportionate increase in local government levies and utility fees for common property." His revised Notice increased the tenant's rent by \$29.18 per month from the October 1, 2009 rental to a total monthly rental of \$376.52.

Although the tenant objected to this increased rental and applied for dispute resolution, she paid the additional \$18.07 for the month of November 2010 requested in the landlord's 10 Day Notice to End Tenancy for Unpaid Rent.

Analysis

Pursuant to section 56 of the *Act*, the Dispute Resolution Officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties considered the evidence presented and reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The landlord's July 12, 2010 Notice of Rent Increase to take effect on November 1, 2010 is cancelled.
2. The landlord's June 22, 2010 Notice of Rent Increase establishes Tenant HB's rent for Unit #XX at YYY for the 12-month period commencing on October 1, 2010. The tenant's monthly rent as of October 1, 2010 is set at \$358.45.

Conclusion

To give effect to the settlement reached between the parties, I cancel the landlord's July 12, 2010 Notice of Rent Increase and allow the landlord's June 22, 2010 Notice of Rent Increase. This sets the monthly rent for this tenancy as of October 1, 2010 at \$358.45.

I direct the tenant to reduce her January 2011 rent payment to the landlord by \$68.07. This allows the tenant to recover her \$50.00 filing fee for this application from the landlord and her \$18.07 overpayment of her November 2010 rent. As of February 1, 2011, the tenant's monthly rent reverts to \$358.45.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.