



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, FF

Introduction

This hearing dealt with the tenants' request to dispute an additional rent increase and recover the filing fee paid for this application. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

Issue(s) to be Decided

Did the landlord comply with the Act with respect to a rent increase?

Background and Evidence

The tenancy commenced in 1988 and the tenants are currently paying rent of \$195.00 on the 1st day of every month. In early June 2010 the tenants received a letter (herein referred to as "the letter") from the landlord indicating the rent would be increased to \$260.00 effective September 1, 2010 due to costs associated to an electrical installation project. The tenants have not paid the rent increase and filed an Application for Dispute Resolution.

The tenants seek confirmation that the letter does not meet the requirements of the Act with respect to increasing the rent. The tenants confirmed that they have not provided the landlord with written consent to increase the rent to \$260.00 per month. The tenants also provided evidence that the landlord did utilize a Notice of Rent Increase when the rent was last increased to \$195.00 effective January 1, 2009.

The landlord claimed that he intended to complete the proper documentation to increase the rent but wrote the letter to the tenants instead on the advice of Residential Tenancy Branch staff.

Analysis

As the parties were informed during the hearing, sections 34 through 36 of the Act and sections 32 and 33 of the Manufactured Home Park Regulations (the regulations) provide for rent increases. Both parties are encouraged to review these sections of the Act and regulations to better understand their respective rights and obligations with respect to rent increases.

Every rent increase must be given to the tenant(s) on the approved form (*Notice of Rent Increase*) three months before the increase is to take effect. The amount of the rent increase that appears on a Notice of Rent Increase may be up to the amount:

- (a) calculated in accordance with the regulations,
- (b) ordered by the director on an application for Additional Rent Increase, or
- (c) agreed to by the tenant in writing.

In this case, the tenants have not been served with a Notice of Rent Increase since September 1, 2008 when the rent was increased to \$195.00. Accordingly, the tenants' rent remains at \$195.00 until the rent is increased in accordance with the Act and regulations.

The landlord remains at liberty to issue a Notice of Rent Increase to the tenants in order to increase the rent by the amount permitted by the regulations or the amount agreed to by the tenants in writing. Alternatively, the landlord is at liberty to seek authority from the Director for an additional rent increase.

As I must apply the requirements of the Act and regulations as they are written I do not find it necessary to respond to the landlord's submission with respect to information he may have obtained from Residential Tenancy Branch.

The tenants are awarded the filing fee. The tenants are authorized to withhold \$50.00 from a subsequent month's rent in satisfaction of this award.

Conclusion

The letter issued by the landlord in June 2010 is not a Notice of Rent Increase and does not increase the tenants' monthly rent payable. The tenants' monthly rent remains at

\$195.00 until such time it legally changes. The tenants are authorized to deduct \$50.00 from a subsequent month's rent in order to recover the filing fee paid for this dispute.

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*.

Dated: February 01, 2011.

Residential Tenancy Branch