



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes RI & O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an additional rent increase which would increase the manufactured home a site rents in this manufactured home park to \$265.00 per month.

Background and Evidence

The applicant testified that:

- This mobile home park was established approximately 40 years ago and for many years was operated as one of the nicest parks in Powell River.
- The park was purchased by a previous owner in 1997 and in the ensuing 13 years was very poorly managed and as a result the property slipped into disrepair.
- They, the applicant's, purchase this property in September of 2010 and since then have undertaken numerous projects to revitalize the park and improve the standard.

- In the short time since they purchased this property they have already done the following:
 - They have removed 10 full bins of garbage and junk from the rental property.
 - They removed five old derelict mobile homes from the property.
 - They have assisted tenants to clean up their pads when requested to do so and provided assistance for removal of junk and derelict cars.
 - They have assisted in this spaying and neutering of cats in the park and have removed numerous feral cats.
 - They have done electrical upgrades in the park.
- They believe they have already completed a significant amount of improvements to the park and are committed to further ongoing improvements.
- They believe that due to the recent upgrades, although the park is not as nice as some parks in the area it is certainly comparable to numerous other parks in which the rents range from \$265.00 per month to \$290.00 per month.
- Even some of the tenants in this park have agreed to a rent increase to \$250.00 per month.
- Most of the rents in this manufactured home park are significantly lower than the rents in the comparable parks in the area.

The applicant is therefore requesting an order allowing him to raise the rent, in all manufactured home sites, to \$265.00 per month on the next allowable date of rent increase.

The respondent's testified that:

- They do not dispute that the landlord has made some attempts at cleaning up the park however this park is still in much poorer condition than any of the other parks in the Powell River area.
- This park has not shown a significant change in appearance or maintenance since the applicants purchase the park in September of last year.
- This park is still unkempt, dirty and neglected and is in no way comparable to the other parks to which the landlord has compared it.

- They have supplied photos of a park that is only a few hundred meters away from this manufactured home park, and the photos clearly show that the other park is in far superior condition to this park, and yet some of the rents in that park are \$250.00, less than the amount being requested by the applicant.
- True the landlord has removed some derelict mobiles plus some unlicensed vehicles and miscellaneous junk however by no means is this job finished nor has it significantly improve the look of the park.
- The pads on which the mobiles were demolished still await cleanup and are littered with broken glass, broken concrete, and other debris and apart from some tree trimming the remainder of the park is still extremely neglected.
- This park is considered a joke in the Powell River area and certainly cannot be considered equivalent to any other park in Powell River or surrounding area.
- This park does not even have an on-site caretaker and they appear to be ignoring ongoing drug problems in the park.
- If this park was brought up to the standard of the nice parks in the Powell River area they could see agreeing to a rent increase however, in the condition it is now they feel their rent should stay as is.
- They believe the only reason some other tenants did agree to an increase is because they felt threatened by a letter sent by the landlord.

The tenants therefore requested that this additional rent increase be denied.

Analysis

It is my finding that the landlord has not shown that this rental property is comparable to the other manufactured home parks in the same geographic area.

I accept that the landlord has done some upgrades to this park since purchasing it in September 2010, however I am not convinced that this park has been improved to such an extent that the rental units can be considered to be similar the other sites.

The tenants have provided substantial photographic evidence that shows that the condition of a park in very close proximity to the dispute park, is far superior.

The landlord himself has provided evidence that shows that, at least one unit in that nearby park, is being charged a manufactured home site rent of \$250.00 per month, and yet the landlord is requesting an additional rent increase that would bring the manufactured home site rent to \$265.00.

Therefore I am not willing to allow the landlords request for an increase in rent to \$265.00 per month.

That being said, it is still my finding that the rent being charged for these manufactured home sites is lower than market value and therefore I will allow a rent increase over and above the amount normally allowed.

Since it is my finding that the condition of this manufactured home park is on the low end in this geographic region, I will allow a rent increase that is also on the low end. Therefore since the evidence presented indicates that rents range from a low of approximately \$250.00 per month to as high as \$320.00 per month, I will allow the landlord to raise the rent to \$250.00 per month.

Conclusion

It is my decision that I will grant an additional rent increase to the landlord allowing the landlord to raise the rent to \$250.00 per month at the next allowable rent increase date.

The landlord is still required to give a notice a rent increase on the proper form.

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: April 04, 2011.

Residential Tenancy Branch