



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing convened on December 06, 2011, and reconvened February 16, 2012. It was later determined that during the February 16, 2012 hearing all parties had signed into the teleconference however they were not placed in the same conference call which gave the appearance that no participants attended the hearing. As a result the hearing was reconvened for the present session on March 14, 2012. This decision should be read in conjunction with my interim decision of December 06, 2011.

Issue(s) to be Decided

1. Have the Tenants assigned their lease to the new owners of their manufactured home?
2. Have the Tenants agreed to a rent increase of \$10.43 per month for the period of October 1, 2011 to January 31, 2012?

Background and Evidence

The parties confirmed the Tenants sold their manufactured home and their lease was assigned to the new owners as of January 27, 2012.

The Tenant affirmed that she was wishing to proceed with her application to dispute the Notice of rent increase. She stated that she was of the opinion that her application would set precedence for all other tenancies in the manufactured home park so she wants the Notice of rent increase to be cancelled.

I explained to the Tenant that her application was not a class action suit nor is she representing other tenants of the park and therefore any decisions would only apply to the applicants' to this dispute and no other tenants.

A discussion followed whereby the Landlord offered to settle this matter by refunding the \$41.72 the Tenant had paid as the rent increase from October 1, 2011 to January 31, 2012. The Tenant refused to settle this matter.

The Tenant confirmed she agreed to pay the \$10.13 per month for the rent increase as this was the amount that she had determined to be the allowable rent increase amount. I confirmed with the Tenant that she had agreed to pay this amount to which she answered she was. Then she stated she paid this amount because she did not want to be issued a late payment charge.

Analysis

The *Residential Tenancy Policy Guideline # 19* defines assignment as the act of transferring all or part of a tenant's interest in or rights under a lease or tenancy agreement to a third party, who becomes the tenant of the original landlord. In a manufactured home site tenancy, an assignment usually coincides with the sale of the manufactured home. The assignee (the purchaser of the manufactured home) takes on the obligations of the original tenant commencing at the time of the assignment.

In this case the evidence supports the Tenants sold their manufactured home and their lease was assigned to the new owners as of January 27, 2012. Therefore, the matters before me pertain only to the four month period of the rent increase from October 1, 2011 to January 27, 2012. During this period the Tenants agreed to pay an increased rent of \$10.43 per month based on their calculations of what the rent increase amount should be for the total amount of \$41.72. The Tenant wished to continue to dispute the rent increase seeking written confirmation that the Notice was to be cancelled.

I do not accept the Tenant's argument that she paid the \$10.43 in order to avoid a late payment charge. If that was the case then the Landlord would have been at liberty to apply the late payment charge for the portion of the rent increase the Tenant refused to pay. Rather, I find on a balance of probabilities the Tenants agreed to the rent increase in the amount of \$10.43 per month and the Landlords accepted this as the Landlords took no action for the remaining rent.

Section 36(1)(c) of the Act provides that a landlord may increase the rent if agreed to by the tenant.

After careful consideration of the aforementioned, I find that the Tenants had agreed to the rent increase at the rate of \$10.43 per month, pursuant to section 36(1)(c) of the Act. Therefore, the Tenants are not entitled to dispute the amount paid and I hereby dismiss their claim.

The Tenants have not been successful with their application; therefore they must bear the burden of the cost to file their application.

Conclusion

I HEREBY DISMISS the Tenants' application, 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: March 14, 2012.

Residential Tenancy Branch