



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI FF

### Introduction

This hearing dealt with two applications by the tenant to dispute a rent increase. The tenant made identical applications for two separate manufactured home sites that he rents from the landlord within the same manufactured home park. At the outset of the hearing, the tenant and the landlord's agent both agreed that the two files should be joined and heard together. I determined that it was appropriate to join the two files, and conducted one hearing for both applications.

### Issue(s) to be Decided

Did the landlord raise the rent for the two sites in accordance with the *Manufactured Home Park Tenancy Act*?

### Background and Evidence

#### *Tenant's Evidence*

The tenant began renting two sites in the park on February 1, 2011. The landlord served the tenant with notices of rent increase for both sites, to be effective December 1, 2011. This was less than one year after the tenancies began. The tenant applied for dispute resolution to dispute those notices, but he was unable to attend the hearings. The landlord then reduced the rent back to the original amount.

The tenant pays his rent by automatic withdrawal. On March 1, 2012, without giving notice to the tenant, the landlord withdrew increased amounts of rent for both sites. The tenant seeks recovery of the overpayment of rent as well as recovery of the two filing fees he paid for his previous applications as well as recovery of the two filing fees paid for the current applications.

### *Landlord's Response*

The landlord does an annual rent increase for all the tenants in the park. The landlord realized that she had made a mistake in increasing the tenant's rent after less than a year had passed, so she returned the overpayments to the tenant. The landlord then increased the rent beginning March 1, 2012, in the amounts permitted for 2012. These amounts are greater than the amounts indicated on the previous notices of rent increase. The landlord acknowledged that she did not issue new notices of rent increase.

### Analysis

The landlord could have either served the tenant with new notices of rent increase with the permissible increases for 2012, or increased the rent by the amounts set out on the previous notices, to be effective after one year of the tenancy had passed. By increasing the rent by amounts greater than those set out on the notices, the landlord did not increase the tenant's rent in accordance with the Act.

The landlord may either rely on the original notices of rent increase and collect increased rent in the amounts set out in those notices, beginning February 1, 2012 at the earliest, or may issue new notices of rent increase in accordance with the Act in amounts permissible for 2012. If the landlord chooses to issue new notices, the new rent increases may not take effect until at least one year after any previous rent increase, and not until at least three months after the new notices have been served.

Neither the landlord nor the tenant submitted copies of the notices of rent increase, and I therefore make no findings in regard to the validity of those notices. If the landlord chooses to rely on the notices, the tenant may apply to cancel those notices. If the landlord chooses not to rely on the previous notices, they must reimburse the tenant for any overpayments of rent.

I find the tenant is entitled to recovery of the filing fees for the two current applications. I do not have the authority to award the tenant recovery of the filing fees for his previous applications.

### Conclusion

I order the landlord to inform the tenant in writing of their intention to either rely on the notices of rent increase already served or to withdraw those notices and serve new notices of rent increase.

I further order the landlord to reimburse the tenant for any overpayments of rent.

The tenant is entitled to recovery of \$100 for the cost of his current applications. The tenant may withhold that amount from his next month's rent.

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 26, 2012.

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Residential Tenancy Branch