



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC

Introduction

A substantial amount of documentary 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 to cancel a Notice to End Tenancy that was given for non-payment of rent, and request for an order for the landlord to comply with the Act

Background and Evidence

Both sides agree that the tenants paid the outstanding rent within the five day time limit, and that therefore the Notice to End Tenancy which was issued on August 2, 2012 is void.

Therefore an order cancelling the Notice to End Tenancy is no longer required.

Therefore I deal with the second issue below, a request for an order for the landlord to comply with the Act.

The applicants testified that:

- The landlord served them with a notice of rent increase, however the landlord has provided no evidence for one portion of that rent increase and therefore they believe the rent increase is not justified.

- Under the Local Government Levies section, under subsection Liquid Waste Management Fees, the landlord has listed \$4533.83 for “Other”
- There is no explanation of what this fee is, or any evidence of the landlord having paid such a levy.
- This is a large portion of the landlords claim to increase the rent, and therefore without justification they believe the landlords rent increase should be reduced.

The respondent testified that:

- At first they could not remember what this fee was for however they have been able to track down the information this morning, and under other they had listed the costs of repairs to the sewage pumps and pit and upkeep costs.
- They believe that this does fall under “Other”, although they did make an error in the total amount, and it actually should be \$4433.83, a difference of \$100.00.

Analysis and Conclusion

It is my finding that the amount charged under “Other”, is not a charge that can be included under local Government levies.

The landlord testified that the costs were actually for upkeep and repairs of the sewage pump and sewage pit etc., and upkeep and repair costs are not something that can be included in the detailed calculation under Local Government Levies.

Therefore since the total increase in local Government levies claimed on the notice of increase was \$9,640.75, the increase has been overstated by \$4533.83, and should actually be \$5,106.92.

This therefore reduces the total increase in levies and fees in the rent increase calculation to \$6,598.32 which when divided by the 43 lots in the manufactured home park, comes to a total increase in levies and fees of \$153.45 per unit.

When this reduced amount is used to calculate the annual rent payable for the unit for the coming year, the maximum rent is reduced to \$3595.35 which works out to an annual increase over the previous annual rent of \$3300.00, of \$295.35

Therefore the monthly increase to the rent will be \$24.61 taking effect August 1, 2012.

Therefore since the rent was previously \$275.00 per month, **the new monthly rent as of August 1, 2012 is \$299.61.**

Since the tenant has already overpaid is August 2012 rent by \$8.79, and the September 2012 rent by \$8.79, for a total of \$17.58, I order that the tenant may deduct \$17.58 from the October 2012 rent of \$299.61 leaving a balance payable for October of \$282.03.

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: September 04, 2012.

Residential Tenancy Branch