



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Parkbridge Lifestyle Communities Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, FF

Introduction

This hearing dealt with an application by the tenant seeking to dispute a rent increase, an order allowing the tenant to have his rent reduced and an order to recover his filing fee. Both parties participated in the teleconference. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, the regulations or the tenancy agreement?

Background and Evidence

The tenancy began on or about January 2010. Rent in the amount of \$841.00 is payable in advance on the first day of each month.

The tenant gave the following testimony:

The tenant stated that he does not dispute that the landlord has given the rental increases in accordance with the Act. The tenant stated that he felt the law is unfair that a landlord can raise the pad rental every year. The tenant stated that the pad rental in this park is the highest in this province and highest in this country. The tenant stated that the law of equity should prevail and that he should be entitled to reduce his rent to the average of what the parks in the surrounding area are charging.

The agent for the landlord was fully instructed and gave the following testimony:

The agent stated that the tenant does not have a legal basis for this matter to be heard and that the Act specifically prohibits tenants from making such an application. The agent stated that the sections of the MHPTA that the tenant referred to were not in

relation to rental increases and made the tenants application difficult to follow and understand.

Analysis

At the outset of the hearing the tenant wished to ask me some questions as to whether I was qualified to hear the matter. Although not required, I obliged the tenant by answering questions about my qualifications and who my employer is to put his mind at ease that the process is transparent and of the highest integrity. The final question the tenant asked me was “do I get to choose my Arbitrator?” I explained that scheduling is done in accordance with the best business and administrative practices and that any or all Arbitrators are qualified to hear the matter. As I was scheduled for this file, I would be the one dealing with it.

After explaining this to the tenant he voiced his displeasure with the situation and with me. The tenant felt that since the provincial government employees’ pension fund owned the park that he resided in it would be a conflict of interest for me to hear the matter. I explained to the tenant that I was unaware of who or what company owned the park and that my decision would be based on the testimony, documentation and the merits of the case before me. The landlords’ agent advised that the tenant was incorrect in his comments. The agent explained that a private investment firm with no obvious or apparent ties to the provincial government own the park.

The hearing proceeded after the agent made the clarification to the dismay of the tenant.

In the tenants own testimony and documentation that he submitted; he acknowledges and concedes that the landlord is acting in accordance with the Act but the tenant feels that it’s unfair that a landlord can raise the pad rental every year.

Section 36 of the Manufactured Home Park Tenancy Act clearly addresses the matter before me.

36 (1) A landlord may impose a rent increase only up to the amount

- (a) calculated in accordance with the regulations,
- (b) ordered by the director on an application under subsection (3), or

(c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

(4) [Repealed 2006-35-11.]

(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

Based on the above I must dismiss the tenants' application.

Conclusion

The tenants' application is dismissed in its entirety 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 *Manufactured Home Park Tenancy Act*.

Dated: July 10, 2013

Residential Tenancy Branch