



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTCORP PROPERTY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      DRI, MNDC, O

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant/homeowner: to dispute an additional rent increase: for damage or loss under the *Manufactured Home Park Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement; and, for ‘Other’ issues of which none were identified by the tenant.

The landlord and tenant appeared for the hearing. No issues in relation to the service of the hearing documents and evidence submitted prior to the hearing under the Act were raised by any of the parties.

The tenant testified that she paid rent to the landlord for renting the manufactured home site and provided evidence in the form of Manufactured Home Registry documents to prove that she owned the manufactured home. Section 2 of the Act states that the Act applies to manufactured home **sites and parks**. Section 4 of the Act states that the Act does **not** apply to tenancies under which a manufactured home **and** site are **both** rented to the same tenant. As the tenant only rents the manufactured home site and owns the manufactured home, I determined that the tenant made the application under the correct Act.

### Analysis & Conclusion

Pursuant to section 56 of the Act, the Arbitrator may assist the parties to settle the dispute and if the parties settle the dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute. Both parties agreed to settle the tenant’s application in full under the following terms:

1. The landlord agreed that the tenant can deduct \$154.00, relating to 8 months of increased rent, from her February 1, 2014 rent payment.
2. The tenant will continue to pay rent in the amount of \$506.59 until such time the landlord issues the tenant with a Notice of Rent Increase in the approved form that complies with the Act.

The landlord is able to locate this form on the Residential Tenancy Branch website, <http://www.rto.gov.bc.ca> under the Forms and Fees section and then going to the Rent Increase section to locate RTB 11 - Notice of Rent Increase for Manufactured Home Site.

Under section 36(c)(1) of the Act, the landlord also has the option of asking the tenant to agree in writing to a proposed rent increase. If the tenant agrees to the proposed rent increase, the landlord is required to obtain the tenant's consent in writing. If the tenant consents in writing to the proposed rent increase the landlord is still required to follow the obligations under the Act in respect to the timing and issuing of the Notice of Rent Increase.

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: January 29, 2014

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Residential Tenancy Branch

