



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, FF

Introduction

This matter dealt with an application by the Tenant to dispute an additional rent increase, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on May 16, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the additional rent increase?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?

Background and Evidence

This tenancy started on or before September, 2010 as a month to month pad rental. Rent is \$125.00 per month and \$75.00 per month for utilities.

The Tenant said the Landlord has not used the correct rent increase form and the rent increase is not calculated in accordance to the Act and regulations. The Tenant submitted evidence that showed the Landlord used a Residential Tenancy Act form not a Manufactured Home Park rental increase form and the rent increase was from \$125.00 to \$250.00 an increase of 100%. The Tenant said he thought this was incorrect.

Further the Tenant said the Landlord has issued a 12 Month Notice to End the Tenancy dated May 3, 2014 and the effective vacancy date on the form is April 2, 2015. The Tenant asked for clarification on the effective vacancy date as he believed it should be June 1, 2015.

Analysis

Section 35 of the Manufactured Home Park Act says a notice of additional rent increase must be on the approved form. Section 36 of the Manufactured Home Park Act states the calculation of the rent increase must be in accordance with the regulations. I find from the Tenant's evidence and testimony that the Landlord has not used the approved form and the calculation of the rent increase is not in accordance with the regulations. Consequently I find the Tenant has established grounds to have the notice of additional rent increase canceled and the rent for the tenancy will continue as is at \$125.00 for pad rent and \$75.00 for utilities.

With respect to the effective vacancy date of April 2, 2015 on the 12 Month Notice to End Tenancy dated May 3, 2014. I find the date of April 2, 2015 is incorrect and should read June 1, 2015. Section 46 of the Manufactured Home Park Act says incorrect effective vacancy dates can be changed automatically to the correct date. I change the effective vacancy date on the 12 Month Notice to End Tenancy dated May 3, 2014 from April 2, 2015 to June 1, 2015.

As the Tenant has been successful in this matter I order the Tenant to recover the filing fee of \$50.00 from the Landlord. The Tenant may deduct \$50.00 from the August, 2014 rent payment or collect the \$50.00 filing fee directly from the Landlord.

Conclusion

The Landlord's Notice of Rent Increase dated April 30, 2014 is cancelled.

The effective vacancy date on the 12 Month Notice to End Tenancy dated May 3, 2014 is changed from April 2, 2015 to June 1, 2015.

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 09, 2014

Residential Tenancy Branch

