



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, FF

Introduction

The tenants apply to cancel a Notice of Rent Increase delivered to them on February 1, 2014.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord has imposed a lawful rent increase pursuant to the provisions of the *Manufactured Home Park Tenancy Act* (the “Act”) and its Regulation?

Background and Evidence

The tenants purchased the manufactured home on its present site in August 2013. In late June they had entered into a new “Manufactured Home Park Tenancy Agreement” with the respondent landlord Mr. K.G. The agreement shows that the tenancy started on August 1, 2013 on a month to month basis at a rent of \$287.39.

In January 2014 Mr. E.J., the park manager, informed the tenants they were required to pay an increased rent.

The tenants were unaware of any rent increase having been imposed on them. Mr. E.J. provided them with a partial copy of a formal Notice of Rent Increase that had been given to the previous owner of the manufactured home in June 2013, before its sale to the applicant tenants.

It is the tenants' position that the landlord is prohibited from imposing a rent increase earlier than one year into a tenancy. In that they are correct. Section 35 of the *Act* forbids it.

The landlord is of the view that the rent increase was properly imposed on the previous owner of the manufactured home and so it is valid and binding against the applicant tenants who bought that manufactured home and assumed the existing tenancy.

Analysis

It is apparent that the parties entered into a new tenancy agreement starting August 1, 2013. If there ever had been an assignment of a previous tenancy agreement from the vendor to the purchasers of the manufactured home, it was rendered of no effect by new tenancy agreement.

A Notice of Rent Increase given to the prior tenant was a notice under that tenancy. Had these tenants taken an assignment of that tenancy then arguably they would be subject the pending rent increase for which proper notice had been given to former tenant. But that is not what happened as is clearly shown by the fact of the new tenancy agreement.

It follows that, in these circumstances, the applicant tenants are not subject to a Notice of Rent Increase given to a prior tenant.

The applicant tenants are entitled to recover any additional rent paid under that increase. The landlord is free to issue a new Notice of Rent Increase to the applicant tenants as it's been over one year since this tenancy started.

Conclusion

The tenants' application is allowed. There has been no lawful rent increase imposed since the start of the tenancy in August 2013. They are entitled to recover the \$50.00 filing fee for their application and I authorize them to reduce their next rent due by \$50.00 in full satisfaction of that fee.

The tenant's did not seek any monetary relief in the Application for Dispute Resolution. Should the matter of overpaid rent not be settled between the parties, the tenants are free to apply for a monetary award in that regard.

This decision was rendered orally at the hearing and 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 20, 2015

Residential Tenancy Branch

