



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Manufactured Home Park Tenancy Act (the “Act”) to cancel an additional rent increase (the “Notice”).

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary matter

On February 3, 2015, the tenants filed evidence in support of their application. In their evidence is an amendment to their application. However, their application was not formally amended with the Residential Tenancy Branch and reserved on the other party. Therefore, I find the only issue for me to determine at this hearing is the matter listed in the tenants’ application filed on January 26, 2015.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions that relate to the issue to be heard.

Issue to be Decided

Should the Notice issued on September 23, 2014 and effective January 1, 2015, be cancelled?

Background and Evidence

In 2013, the tenants filed an application for dispute resolution, which was heard on March 1, 2013 and a decision was rendered on March 5, 2013. The Arbitrator at the hearing granted the tenants’ application for a monetary order, and the tenants’ application to dispute an addition rent increase was dismissed. Filed in evidence is a copy of the decision.

The tenants testified that they received a Notice that they believe the landlord has calculate the increase wrong ,as the base amount use of in the Notice is \$368.00 and should be \$350.00. Filed in evidence is a copy of the Notice.

The tenants testified that they sent a letter to the landlord on July 15, 2013, requesting no further increases to the monthly rent of \$350.00, until such time as some improvements are made. The tenants stated that their letter also indicated that any previous rent increases from the amount of \$350.00, were voided. Filed in evidence is a copy of the letter dated July 15, 2013.

The landlord's agent testified that that tenants do not have the right to dispute the rent increase as the increase is not an additional rent increase. The agent stated that this rent increase is the standard rent increase that is allowable under the Act.

The landlord's agent testified that the base amount of \$368.00, is correct, as that was the amount of the new rent payable that took effective on April 1, 2013. The landlord stated that the tenants' application to cancel the rent increase was dismissed on March 5, 2013.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Amount of rent increase

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.

...

In this case, the only dispute arising out of the Notice is the base amount that should be used to calculate the increase. The evidence of the tenants was that the amount of \$350.00 should be the used to calculate the increase. The evidence of the landlord was the amount of \$368.00 should be used as that was the amount of the new rent payable under the last increase.

Although the tenants sent a letter to the landlord in July 2013, indicating that any previous rent increases were voided and chose not to pay the increase. The tenants do not have the authority under the Act to cancel a rent increase simply because they feel entitled or justified to do so.

Further, on March 5, 2013, the Arbitrator dismissed the tenants' application to cancel a notice of rent increase that was effective on April 1, 2013, and the new rent payable in the notice was \$368.00. I find the base amount of \$368.00 used by the landlord in the Notice, issued on September 23, 2014, is corrected and calculated in accordance with the Act. I find the tenants' rent payable as of January 1, 2015, is \$377.20, as stated in the Notice.

Based on the above, I find the tenants did not have the right under the Act to dispute the rent increase. Therefore, I dismiss the tenants' application without leave to reapply. As the tenants were not successful with their application they are not entitled to recover the filing fee from the landlord.

Conclusion

The tenants' application is dismissed.

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: March 27, 2015

Residential Tenancy Branch

