



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR FF

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for unpaid rent. The tenant, the landlord and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

### Background and Evidence

The tenant has occupied the rental site for several years. In a dispute resolution hearing in May 2009, the parties agreed that the monthly rent would be \$300.

On September 26, 2014, the landlord served the tenant with pages 1, 2 and 4 of the seven-page manufactured home site notice of rent increase form. The pages that were served on the tenant indicate that her monthly rent would be increased from \$300 per month to \$315 per month, beginning January 1, 2015.

The tenant paid \$300 in rent for each of the months of January, February and March 2015. On March 2, 2015 the landlord served the tenant with a notice to end tenancy for unpaid rent totalling \$45.

In the hearing the landlord confirmed that they only served the tenant with pages 1, 2 and 4 of the notice of rent increase, and they did not increase the rent based on any local government levies or public utility fees and charges. The landlord stated that everyone in the park got an “across the board” increase of \$15. The landlord stated that they contacted the Residential Tenancy Branch and were told that the maximum permissible rent increase for 2015 was 2.5 percent plus 2 percent for inflation.

### Analysis

The notice to end tenancy dated March 2, 2015 is not valid. The landlord did not serve the tenant with a complete notice of rent increase form; in any case, the maximum permissible rent increase for 2015, excluding increases for local government levies or public utility fees and charges, is 2.2 percent. Therefore, the tenant’s rent remains at \$300 per month until such time as the landlord increases the rent in accordance with the Act.

As the tenant's application was successful, she is entitled to recovery of the \$50 filing fee for the cost of her application.

### Conclusion

The notice to end tenancy for unpaid rent is cancelled, and the monthly rent remains at \$300 until such time as the landlord increases the rent in accordance with the Act.

In order to recover her filing fee, the tenant may deduct \$50 from her next month’s rent.

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: April 17, 2015

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Residential Tenancy Branch

