



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 by the tenant pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

- a) To dispute rent increases from 2009 to 2015 which were not made in accordance with sections 34, 35 and 36 of the Act; and
- b) To recover the filing fee for this Application.

SERVICE

The tenant gave sworn testimony that the Application for Dispute Resolution hearing package was served by registered mail and the landlord confirmed receipt.

Issues to be Decided:

Has the tenant proved on the balance of probabilities that the rent increases of the landlord were not in conformance with the Act? If so, what should be her present rent and how much compensation is she entitled to? Is she entitled to recover the filing fee for this application?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The tenancy commenced on June 16, 2009, rent for the home site was \$379.09 and the landlord served her Notices of Rent Increase effective June 2010 for \$393.12 and another one effective October 2010 for \$405.10. She said this was resolved when the landlord made the October 2010 Notice effective on October 11, 2011 but she paid it from June 16, 2011 as this was her anniversary date. Since that time, she alleges the landlord has had an ongoing dispute with her, telling her she owes money and he can lien her home. She has paid subsequent rent increases to the legal limit, she states, and in June 2012, she paid \$430.80 (rather than the \$432.46 claimed by the landlord) as it was increased by an illegal percentage and in 2014, she paid \$440.28 based on the 2.2% legal increase (rather than the \$447.59 claimed by the landlord). The current rent increase stated by the landlord is raising the rent to \$457.43

in June 2015 and the tenant states this should be \$451.29 based on 2.5% of \$440.28 which is her current rent.

The landlord said his son does his accounting and he telephones the Residential Tenancy Branch to find out the allowable rent increases before sending out the Notices of Rent Increase. He said part of the problem is that the tenant does not want to sit down and talk to him to figure out the numbers; he agrees that they made an error in her anniversary date as most of the park tenants receive their rent increases in October. However, he said the tenant has not paid him anything more than she has calculated. He offered to have his son do the yearly calculation showing the percentage and amount of rent increase from 2009 to the present and to send it to the tenant. He hopes they can work together to resolve it and he will repay her any amounts that might be owing to her. If not, she can bring another Application. If she owes money, he agrees to bring an Application to recover that money and not to bother the tenant until it is resolved.

The tenant accepted this solution with the proviso that she can have her rent increase for June 2015 established in the interim. She is paying \$440.28 and based on the legal 2.5% increase, she calculates her new payment at \$451.29. On the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

I find the allowable increases in rent for manufactured park home sites were as follows:

Maximum Allowable Rent Increase

2014 2.2%

2013 3.8%

2012 4.3%

2011 2.3%

2010 3.2%

2009 3.7%

2008 3.7%

2007 4.0%

Manufactured home park landlords can increase the rent by the annual allowable amount plus an additional amount to cover local government levies and regulated utility fees. The “proportional amount” (also known as an enhanced rent increase) is the change in local government levies plus the change in regulated utility fees, divided by the number of manufactured home sites in park. This means that each tenant of the park pays for a part of the year’s increase in taxes and fees. However, I find there is no evidence of a proportional amount being charged in this case.

I find the parties have reached an agreement to have an accounting for all her rent increases since 2009 based on the legal allowable amounts delivered to the tenant within the next week and the landlord has agreed to reimburse her if the accounts reveal she is owed money. In the interim, I find the tenant’s rent commencing June 16, 2016 is \$451.29 which is based on her rent of \$440.28 + 2.5%.

Conclusion:

I find the tenant’s rent commencing June 16, 2015 is \$451.29 until a satisfactory accounting is done of the increases since 2009. Should the tenant dispute any of the increases or believes reimbursement is owed to her, I give her leave to reapply within the legislated time limits. I find she is entitled to recover her filing fees paid for this application as the weight of the evidence shows that her claim has merit.

I HEREBY ORDER that the tenant may recover her \$50 filing fee by deducting it from June’s rent. This means her rent for June 2015 will be \$401.29.

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: May 06, 2015

Residential Tenancy Branch

