



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lombardy Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR; MNR; FF

Introduction

This Hearing was scheduled to consider the Landlord's Application for Dispute Resolution filed May 20, 2015, seeking an Order of Possession; a Monetary Order for Unpaid Rent; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenants, by registered mail, on May 25, 2015. The Landlord's agent testified that the Tenants were provided with copies of the Landlord's documentary evidence on July 6, 2015. The Tenants did not seek an adjournment to be allowed more time to prepare for the Hearing.

The Tenants testified that they delivered copies of their documentary evidence to the Landlord on June 29, 2015.

Issue(s) to be Decided

- (1) Is the Landlord entitled to an Order of Possession?
- (2) Is the Landlord entitled to a monetary award for unpaid rent?

Background and Evidence

Landlord's agent LH's testimony:

LH testified that the Notice to End Tenancy issued May 4, 2015, was handed to the Tenant RB at the rental site on May 4, 2015. A copy of the Notice was provided in evidence.

LH testified that the rent increased by \$15.00 effective January 1, 2015, but the Tenants refuse to pay the increase. She testified that the Notice, which indicates that \$365.00 is due in unpaid rent, includes unpaid rent in the amount of \$75.00 for the rent increase and late fees. A copy of the Notice of Rent Increase was provided in evidence.

The Tenant RB gave the following testimony:

RB stated that this is the third time in 11 months that the parties have been before an arbitrator with respect to rent. He stated that there is no written tenancy agreement between the parties and that rent is paid directly through the Landlord's bank, some time between the 1st and the 5th day of each month.

RB submitted that the Notice of Rent Increase is not a valid notice and therefore rent remains at \$290.00 per month.

Analysis

A Notice of Rent Increase must be completed in accordance with the provisions of the Act and the regulations. In this case, I find that the Notice of Rent Increase dated September 26, 2014, is not a valid Notice because it imposes a rent increase which is higher than the amount allowed by the regulations. Therefore, I find that current rent is \$240.00 per month and that the Tenants owe no late fees.

For the reasons stated above, I find that the Notice to End Tenancy issued May 4, 2015, is not a valid notice to end the tenancy. The Notice to End Tenancy is cancelled and the tenancy will continue until it is ended in accordance with the provisions of the Act.

I explained that rent must be paid on a date certain and not within a range of dates. For clarity, the parties agreed that rent is due on the first day of each month. Therefore, I find that rent is due on the first day of each month, commencing August 1, 2015.

The Landlord is advised to seek clarification from the Residential Tenancy Branch with respect to issuing any future notices to increase rent.

Conclusion

The Landlord's application is **dismissed without leave to re-apply**.

Rent is due on the first day of each month, commencing August 1, 2015. I find that the Tenants owe no outstanding rent or late fees effective July 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 20, 2015

Residential Tenancy Branch

