



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHETLAND HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code: Application for Additional Rent Increase

Introduction

On November 27, 2015 the Landlord made an Application for Additional Rent Increase (the "Application") to increase the rent of several sites located in the manufactured home park greater than the allowable amount. This Application was filed pursuant to Section 36(3) of the *Manufactured Home Park Tenancy Act* (the "Act"). The Landlord owner, and the first Tenant named on the Landlord's Application, appeared for the 80 minute duration of the hearing. Both parties provided affirmed testimony as well as some documentary evidence in advance of the hearing.

At the start of the hearing, I asked the Landlord the reasons why she had made the Application. The Landlord explained that her dispute was with the Tenant appearing for this hearing and that he was not paying his full rent. The Landlord had provided a notice to end tenancy for unpaid rent into evidence and stated that she wanted to determine the rent that was payable by the Tenant as there was a dispute about this.

When the Landlord was asked why she had made the Application relating to four other parties and five other sites, the Landlord explained that she did not have any dispute with these tenants but had documented them on the Application as a way to show that these additional tenants were paying the same amount of rent as the Tenant was supposed to. As a result, I amended the Landlord's Application to remove the four other parties and five sites for which the Landlord disclosed no dispute or no intention to increase their rent above the legal allowable limit. This explained the reason why the Tenant appearing for this hearing was the only party for the Tenants in attendance and why only these two parties provided evidence prior to the hearing.

The Tenant and the Landlord then confirmed that there was a dispute between them with regards to unpaid rent and rent increases that had been imposed by the Landlord during the tenancy. The parties referred to several documents, including a tenancy agreement that was not before me at the time of this hearing. As a result, I informed the

parties that I was unable to make any legal findings on their dispute as these matters were not before me in the form of an Application for Dispute Resolution. I informed the parties that they were at liberty to make an Application for Dispute Resolution to have a legal finding made on their dispute. I also offered the parties an opportunity to settle their dispute by mutual agreement. As a result, the parties voluntarily decided that in an effort to bring finality to this matter and not let this matter escalate to further disputes, they wanted to settle their dispute by mutual agreement.

Pursuant to Section 56 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Both parties agreed on the following terms of the tenancy:

1. The Tenant rents two sites (as detailed on the front page of this decision) which are covered by one signed tenancy agreement.
2. Rent for both sites under this tenancy agreement is currently payable by the Tenant in the amount of \$375.00 on the first day of each month.
3. The rent will remain payable in this amount until such time it is increased in accordance with the rent increase provisions provided by the Act.
4. The parties agreed that there are no rental arrears in this tenancy as the Tenant had already made deductions from previous rent payments pursuant to Section 36(5) of the Act. Therefore, the tenancy will continue until such time it is ended in accordance with the Act.

Conclusion

Pursuant to Section 55(4) (b) I dismiss the Landlord's Application as this dispute did not relate to a rent increase. The parties mutually agreed to move forward with the tenancy based on the above conditions. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 21, 2016

Residential Tenancy Branch

