



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC

Introduction

This hearing was convened in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to dispute an additional rent increase and for the Landlord to comply with the *Manufactured Home Park Tenancy Act* (the “Act”), regulation or tenancy agreement.

The Landlord and Tenant appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application and did not provide any evidence prior to this hearing. The hearing process was explained and the parties were given an opportunity to present evidence, make submissions, and cross examine the other party on the evidence provided.

Issue(s) to be Decided

Has the Landlord served on the Tenant with a notice of rent increase that complies with the Act?

Background and Evidence

The parties agreed that this tenancy started approximately five years ago. Rent for the tenancy is currently payable by the Tenant in the amount of \$225.00 on the first day of each month.

The Tenant testified that the Landlord had served him with a Notice of Rent Increase on form RTB-45 on which the Landlord documents that the date the last rent increase came into effect was January 1, 2010. The Landlord writes on the Notice of Rent Increase that the Tenant’s current rent amount of \$225.00 will be increased by \$25.00 to \$250.00 and that this is payable by the Tenant on July 1, 2016. The Tenant confirmed that the Notice of Rent Increase had been served to him on April 12, 2016.

The Tenant provided the Notice of Rent Increase into evidence. The Tenant explained that the amount of the rent increase documented is contrary to the allowable amount under the Act, and requests that the effective date be changed to the earliest date allowed under the Act. The Landlord did not dispute the Tenant's evidence and acknowledged that the amount of the rent increase and the effective date it is to come into force was incorrect and that this was a mistake on his behalf.

Analysis

Part 4 of the Act explains the rent increase provisions that parties must follow during a tenancy. Section 36(1) (a) of the Act allows a landlord to increase a tenant's rent only up to the amount calculated in accordance with the Manufactured Home Park Tenancy Regulation (the "Regulation"). Section 32(2) of the Regulation provides for the calculation that is used to determine the percentage amount of a rent increase each year. For 2016, this has been determined to be 2.9%. Therefore the maximum amount of rent increase allowed pursuant to the Act and the Regulation on \$225.00 is \$6.53. This brings the total rent to \$231.53.

Section 35 of the Act provides that a landlord must give at least three clear months of notice before the effective date of the increase. If it does not, the notice takes effect on the earliest date that does comply. Therefore since the Notice of Rent Increase was served to the Tenant in mid-April 2016, and the Tenant pays his rent on the first day of every month, the rent increase will not take effect until August 1, 2016. This date incorporates the three full months of May, June, and July 2016.

Conclusion

The Landlord must comply with the rent increase provisions. The Tenant is required to pay rent in the amount of \$231.53 on August 1, 2016 onwards until that amount is changed pursuant to the Act. 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: July 08, 2016

Residential Tenancy Branch