



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FF, LRE, MNDC OLC, PSF,

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord provide services or facilities required by the tenancy agreement or law
- b. An order to reduce rent for repairs, services or facilities agreed upon but not provided.
- c. An order that the landlord comply with the Act, regulation and/or tenancy agreement.
- d. An order disputing a rent increase that is above the amount allowed by law
- e. A monetary order in the sum of \$1500
- f. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of all parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary Matter:

Normally the Registry will permit an application to be brought for one tenancy only. If there are more tenancies involved there is a procedure for the joinder of the Applications which involves a lead applicant and separate files for each of the co-applicants. For some reason the Registry has permitted four separate tenancies to be brought in the same application.

I determined that it was appropriate to hear the claims brought in the application that affected all four tenancies. I determined it was not appropriate to hear the claim of one applicant that was not related to the others tenancies.

As a result I ordered that the application brought by RB for a monetary order in the sum of \$1500 be dismissed with liberty to re-apply.

Issues to be Decided

At the hearing the tenants identified four issues that they wanted to be dealt with. The first issue dealing with the application of RB for a monetary order has been dismissed with leave to re-apply as it is not related to the other tenancies. The remaining issues are as follows:

- a. Whether the tenants in each of the tenancies are entitled to a credit back of \$50.14 for garbage for 6 months when they were paying the City and the landlord failed to reduce their rent accordingly?
- b. Whether the tenants in each of the tenancies are entitled to a reduction of rent of \$11.56 per month?
- c. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence:

This matter involves the rental of four manufactured home pads rented under separate tenancy agreements. The tenancies started at different times.

In 2010 the tenancy provided that garbage pick up was a service provided under the tenancy agreement. Commencing January 1, 2011 the municipality took over the provision of garbage pick up and the Tenants paid \$8.34 plus tax for this service. The rent was not reduced. The tenants paid this sum until July 1, 2011 when the rent was adjusted for the change in service. The Tenants claim \$50.14 rent for the six months. The landlord submits their saving was only \$4.76 per month.

The landlord served a Notice of Rent Increase on the Tenants that provided that the rent would be increased from \$461 per month to \$491 per month commencing July 1, 2018. The increase involved the 4% permitted by the Regulations and included an increase for the water rates. The tenants dispute the water rate increase submitting the rent should be set at reduced by \$11.56 per month. .

The landlord submits this is a cost incurred by the landlord that can be passed on the tenants as provided in the Act and Regulations. The tenants testified they are not individually metered. There is an area where RV owners are using the water and they are not receiving the benefit of this use. The landlord responded stating the area is reserved for guests of residents of the manufactured home park and they stay for short periods of time from a couple of days to a couple of weeks while visiting. All guests have this benefit. Further it would be very difficult to assess water usage on an individual unit basis and as a result all tenancies are charged the same equal proportionate rate.

Analysis:

After carefully considering all of the evidence I determined each of the tenancies are entitled to \$50.14 for reimbursement of the garbage fee that was charged by the landlord for the period January 1, 2011 to July 1, 2011 (\$8.34 x 6 months = \$50.14 including taxes). I determined this amounted to a reduction in a service that had previously been given to the Tenants and they are

entitled to a commensurate reduction in the rent. This overpayment lasted for 6 months and the landlord adjusted the future rent after than. I do not accept the submission of the landlord that if they are liable it should be limited to the \$4.76 per month being the reduction of cost for this period.

I dismissed the Tenants' claim for an order that their rent be reduced by \$11.56 per month. The landlord acknowledged making an error in the calculation. The rent was originally calculated at \$491.68 per month but was rounded down to \$491 per month. Once the error was brought to the attention of the landlord it was recalculated and the recalculated rent was \$491.51. It was rounded down to \$491. The rent increase given by the landlord was based on what is permitted under the Act plus government fees which the Act permits can be passed on to the Tenants. I do not accept the submission of the Tenants that they are entitled to a reduction of monthly rent because they do not have guests which use the RV area. This area is available to all guests including the Tenants and is a benefit that all Tenants in the manufactured home park have enjoyed for 30 years.

Conclusion:

The claim of RB for a monetary order in the sum of \$1500 was dismissed with leave to re-apply. I determined that each of the tenancies are entitled to a monetary order against the landlord in the sum of \$50.14 such sum may be deducted from future rent. I dismissed the Tenants claim for a reduction of rent. It appears the Tenants have paid one filing fee of \$100. The tenants have been successful with half of their claim. I ordered that the landlord reimburse RB one half of the cost of the filing fee in the sum of \$50 such sum may be deducted from future rent.

This decision is final and binding on both parties.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: August 20, 2018

Residential Tenancy Branch