



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: FFT, MNDCT, OLC F

### **Introduction:**

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

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. A monetary order in the sum of \$100.
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both 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.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord carries on business as the landlord acknowledged receipt of the documents.

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant(s) are entitled to a monetary order and if so how much?
- c. Whether the Tenant(s) are entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began on August 21, 2009. The present rent is \$614 per month payable in advance on the first day of each month.

In March 2017 the Tenant received a Notice of Rent Increase dated March 17, 2017. The typed portion identified failed to include his last name (his middle name was identified as his last name). However, the middle name was crossed out and his last name was handwritten. The tenant paid the rent including the rent increase.

Previous Notices of Rent Increases served by the landlord correctly identified the Tenant's last name.

In March 2018 the tenant received a Notice of Rent Increase dated March 12, 2018 that increased the rent commencing July 1, 2018. That Notice of Rent Increase identified the tenant by his first and middle name. It did not include the Tenant's last name. The tenant has paid the rent including the rent increase.

The Tenant testified he has been outspoken in the Park on behalf of other owners disputing the landlord's application for rezoning and other issues.

The manager who appeared on behalf of the landlord took over the position in January 2018. She testified that Notices of Rent Increase are sent out by head office. She further testified there was an error on the rent rolls which incorrectly identified the tenant's middle name as his surname. That has now been changed as a result of the Tenant bringing it to the attention of management.

The landlord wrote the tenant a letter dated July 9, 2018 that states the following:

"I would like to thank you for bringing to our attention the fact that there is an error with your name on our rent roll. It has now been corrected. Please be advised that since your rent increase last year was in the name of GH and you did not correct it at that time and did in fact pay your increase amount every month since, I had no way to know that it was not your full legal name.

Please note that it is expected that you will continue to pay the rent increase as noted on the Notice of Standard Rent Increase dated March 12, 2018 to continue your tenancy in our park. The rent roll has been corrected and will reflect your full name for future."

The tenant objects to the last paragraph submitting this is a threat and intimidation.

### Analysis

The Application for Dispute Resolution filed by the Tenant seeks an order that the landlord comply with the Act, Regulations and/or tenancy agreement. The details state as follows:

“Respondent representative purposely did not use my surname in a rental increase dated March 12, 2018 and at other times. Respondent is engaged in a rezoning of this park with the Township of Langley and this is his attempt to discredit me as I have been acting as a knowledgeable homeowner against his effort.”

Unfortunately there is a great deal of animosity between the parties. I determined the tenant failed to prove that the landlord purposely did not use his surname in the Notice to Rent Increase dated March 12, 2018.

The tenant has paid the rent including the rent increase. He is not disputing it and appears to be seeking an order that his surname be put on the Notice of Rent Increase. The landlord acknowledged the mistake and I determined there is not reason why the Notice of Rent Increase can't be amended. Section 55(3) of the Manufactured Home Park Tenancy Act provides as follows:

“Director's authority respecting dispute resolution proceedings

55 (3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.

I determined that an arbitrator has the authority under this section to amend the Notice of Rent Increase dated March 12, 2018 to add the Tenant's surname to the Notice and I so ordered. .

#### Monetary Order and Cost of Filing fee

The Application for Dispute Resolution seeks a monetary order in the sum of \$100. The details provide as follows:

“Compensation for preparation of the necessary paperwork.”

This claim involves a claim for costs of litigation. The only jurisdiction an arbitrator has relating to cost is the cost of the filing fee. I determined that I do not have jurisdiction to make this award and as a result dismissed this claim.

The tenant has been successful with half of his claim. I determined the tenant is entitled to half of the cost of the filing fee or the sum of \$50. I ordered the landlord(s) to pay to the tenant the sum of \$50 such sum may be deducted from future rent.

**This decision is final and binding on the 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 *Manufactured Home Park Tenancy Act*.

Dated: September 13, 2018

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Residential Tenancy Branch