



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RETIRE WEST COMMUNITIES LTD, DEERWOOD PLACE ESTATES and  
VITO ENTERPRISES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI, FF

### Introduction

The tenant applies to cancel a Notice of Rent Increase received in October 2018, to be effective January 1, 2019.

The listed persons attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

It was apparent that the landlord is the respondent limited corporation.

It was also apparent that the Notice of Rent Increase in question was based on a rent that the parties had not agreed to. The tenant's rent had been \$495.43 in 2018 and that rent included water and garbage service as it had since the inception of this tenancy in 1994. The landlord has expanded the park considerably, with some tenants now paying for water and garbage in addition to their rents. In an effort to achieve consistency the landlord has proposed to a number of tenants operating under the same arrangement that their rents be reduced by the current cost of those services and that they pay for those services directly. This would have a hoped for benefit of reducing water consumption in this park of 286 sites.

The tenant has not agreed to this arrangement and continues to pay \$495.43. At this hearing efforts were made to achieve a settlement of the matter but it became clear that each side will need time to understand the position of the other and to consider any cost benefit or detriment that might accrue to the proposed arrangement.

In the meantime, it is apparent that the Notice of Rent Increase contains a material error by showing the tenant's current rent as other than it is.

The Notice contains a second error in that the landlord has calculated the 2.5% inflation increase and rounded up the result. Even though the rounding up results in a minute difference, a landlord may not round up such a calculation.

In result, the Notice in question is not in accordance with the provisions of the *Manufactured Home Park Tenancy Act* and its regulation and is not valid.

I set aside the Notice in question. The landlord is free to issue a new Notice.

The tenant's application is allowed. He is entitled to recover the \$100.00 filing fee for the application and I authorize him to reduce his next rent due by \$100.00 in full satisfaction of the fee.

This decision was rendered orally at hearing and 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: December 18, 2018

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Residential Tenancy Branch