



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIX-FOUR BUILDING MAINTENANCE LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            DRI FFT OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "*Act*") for:

- a dispute of a rent increase pursuant to section 41;
- an order for the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and,
- authorization to recover the filing fee for this application pursuant to section 72.

The matter was originally convened on September 19, 2019 and the hearing was adjourned and reconvened herein on December 3, 2019.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The respondent acknowledged receipt of the applicant's Notice of Hearing and Application for Dispute Resolution. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

### Preliminary Matter: Jurisdiction

The landlord argued that the *Act* did not apply to the applicant because the applicant resided in a recreation vehicle. The tenant testified that the rental unit was a 36 foot long fifth wheel trailer. The tenant testified that he has resided in the park for ten years and he has occupied his current pad for the past five years.

Section 2(1) of the *Act* states the *Act* applies to manufactured home sites. Section 1 of the *Act* defines manufactured home sites as "a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home."

Furthermore, section of 1 of the *Act* defines a manufactured home as follows:

"manufactured home" means a structure, other than a float home, whether or not ordinarily equipped with wheels, that is

- (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and
- (b) used or intended to be used as living accommodation.

I find that the applicant's recreation vehicle is a structure designed and constructed to be moved by being towed. Further, by residing in the recreation vehicle for ten years, I find that it was used as a living accommodation. Accordingly, I find that the applicant's recreation vehicle is a manufactured home under the *Act* and the *Act* has jurisdiction over this tenancy.

#### Issue(s) to be Decided

Is the tenant entitled to cancel or reduce a rent increase pursuant to section 41?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72?

#### Background and Evidence

The tenant testified that his rent was \$456.00 as of June 1, 2015. The tenant did not dispute the \$456.00 rent.

The tenant testified that the rent was increased to \$550.00 effective on June 1, 2017; the rent was increased again to \$600.00 effective on June 1, 2018; and the rent was increased again to \$625.00 effective on June 1, 2019. The tenant testified that the landlord did not provide notice of any of the 2017, 2018 or 2019 rent increases in the approved form.

The landlord did not dispute any of the tenant's allegations. However, the landlord argued that they purchased the property in 2018 and they thought that the tenant's rental unit was not subject to the *Act*.

#### Analysis

Section 35(3) of the *Act* states that the landlord may only increase rent by providing notice of the rent increase in the approved form. Based upon the agreed testimony of the parties, I find that the landlord did not provide notice of 2017, 2018 or 2019 rent increases in the approved form. Since the 2017, 2018 or 2019 rent increases were not made in compliance with the *Act*, I

hereby cancel these rent increases pursuant to section 35(4) of the Act and the tenant's rent is reduced to \$456.00.

Pursuant to section 62 of the Act, the landlord is ordered to comply with the Act and not to make any further rent increases except in compliance with sections 34 to 36 of the Act.

Since the tenant has prevailed in this matter, the tenant's application for reimbursement of the filing fee is granted pursuant to section 72. The tenant may deduct \$100.00 from **ONE** future rent payment to recover the filing fee.

### Conclusion

I hereby cancel the 2017, 2018 and 2019 rent increases pursuant to section 35(4) of the Act and the tenant's rent is reduced to \$456.00.

The landlord is ordered to comply with the Act and not to make any further rent increases except in compliance with sections 34 to 36 of the Act.

The tenant is granted reimbursement of the filing fee. The tenant may deduct \$100.00 from **ONE** future rent payment to recover the filing fee.

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: December 04, 2019

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Residential Tenancy Branch