



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BELVAS MOBILE HOME PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

Tenant 1: DRI  
Tenant 2: DRI

### Introduction and Procedural Matters

This hearing was convened as the result of the tenants' separate applications for dispute resolution under the Manufactured Home Park Tenancy Act (Act).

Although filed separately, the Residential Tenancy Branch (RTB) decided to convene both applications together for the same hearing as the issue is the same.

Both tenants, who live in adjoining sites at the manufactured home park, are disputing the Notice of Rent Increase (Notice) sent by the landlord.

Although the applications were separate and involve separate tenancies, I will address both applications in this decision. This means I will make the same decision as the tenants' evidence is the same and they make the same arguments in support of their respective applications.

The tenants, the manufactured home park owner, and the landlord's agent (agent) attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter the participants were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all relevant evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary Issue -*

When discussing service of the evidence, the landlord said they had not received the tenants' additional evidence of 19 pages.

The tenants submitted that they mailed it to the landlord on December 30, 2019 and had proof of it being sent.

I note that the tenants failed to submit the proof it was sent and further, the evidence was not before me at the hearing, as it had not been received by the RTB.

I therefore have excluded this evidence for purposes of this hearing.

I allowed the hearing to proceed, as I determined the tenants could provide their oral evidence to support their applications.

Issue(s) to be Decided

Should the Notices be cancelled?

Background and Evidence

Both tenants have long term tenancies in the manufactured home park.

Both tenants' applications described their claim in the same manner. The tenants said they were disputing the rent increase Notice they received from the landlord as there was no common area at the manufactured home park. Therefore, according to the tenants, the rent increase was not valid.

In their applications, the tenants submitted that their rent has always included water, sewer, garbage and snow removal, that they have never paid any of the park taxes and they pay for electricity.

The landlord and the tenants submitted a copy of the 4 page Notice, which shows the landlord has increased the monthly rent, starting on January 1, 2020, based upon the allowed inflation increase and the proportional increase. The Notice was signed and dated September 25, 2019.

On the form, the landlord has provided calculations for local government levies and total public utility fees.

The landlord has also included on the Notice that the documentation supporting the proportional rent increase was available with the Park manager.

The tenants submitted that they sent the landlord a letter on October 22, 2019, requesting that the landlord send copies of the tax statements and invoices from the local government and invoices for regulated utilities which you are being charged for maintaining the park's common areas.

Tenant DF said he was not contesting the inflation rate increase, only the proportional amount of the increase.

*Landlord's response –*

The landlord said that the tenants' applications should be dismissed according to section 36(2) of the Act, which states that a tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

In their evidence, the landlord submitted copies of a utility and tax summary, electric bills, garbage bills, property and school tax bills and water bills.

In that regard, the landlord submitted that their Notice is valid and enforceable, as they completed the Notices in accordance with the Act and section 32 of the Manufactured Home Park Tenancy Regulation (Regulation).

Analysis

Based on the foregoing evidence, and on a balance of probabilities, I find as follows:

In this case, I find the tenants have not proven a violation of the Act or the Regulation by the landlord.

Two reasons the tenants are disputing the increase were because they said there is no common property at the manufactured home park and because the Notice does not state that certain utilities and services are provided to the tenants.

As support, the tenants said that the “acknowledged” common area is being used by the landlord as storage and requires no utilities.

The section 1 of the Act defines common area as any part of a manufactured home park the use of which is shared by tenants, or by a landlord and one or more tenants.

I find the tenants have not proven there is no common area. For instance, I find it reasonable that there would be access roads within the park both to and from the main road and the individual sites as well as an office. No other evidence was provided on this point, other than the tenants’ statements that the landlord used storage in one place.

I further find the tenants have submitted insufficient evidence to show this point invalidates the Notice.

As to the tenants’ arguments that the part of the Notice checking off what utilities and services are provided in their tenancy agreement was not filled in, I do not accept this invalidates the Notice. This part of the Notice does not impact their tenancy agreements nor does it have any bearing on the rent increase calculations.

The landlord’s evidence clearly shows they are paying for these utilities and services.

The other reason given by the tenants to claim that the Notice is not enforceable is that when requested, the landlord did not provide them the supporting documentation used in calculating the proportional increase.

There is no requirement under the Act or the Regulation that the landlord, when issuing a Notice, has to provide the tenants documentation to support their proportional amount.

In considering Residential Tenancy Policy Guideline (PG) section 37, subsection (C), I take note that this section states that a landlord must post the documentation in a common area, and upon request, provide the same to the tenant.

I find the Policy Guideline requires the landlord to provide a separate copy of the documentation to the tenants even if it is made available to them does not take a reasonable stance.

The Notice clearly states the documentation was available at the manager's office, and it was not made clear why the tenants did not attend the office to review the documentation.

Further, nothing in this Policy Guideline, which I note is not law or a Regulation, makes the Notice invalid in the event the landlord does not separately provide the documentation.

The Notice was issued in the proper form and the required documents were made available to the tenants.

Further, I have reviewed the notices of rent increase provided by the tenants. I find the landlord used the formula required by the Act and applied that formula to each of the sites.

Based on the above, I dismiss the tenants' application to cancel the Notice of Rent Increase.

### Conclusion

The tenants' application to cancel the Notice of Rent Increase is dismissed.

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: January 17, 2020

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Residential Tenancy Branch