



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEADOWOOD MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant disputing a rent increase and seeking to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing with an Advocate and a support person. An agent for the landlord also attended. The parties each gave affirmed testimony and were given the opportunity to question each other and to give submissions.

The parties agree that all evidence has been exchanged, all of which has been reviewed and the evidence I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

Has the tenant established that rent has been increased more than the allowable amount under the *Manufactured Home Park Tenancy Act* and the regulations?

Background and Evidence

The tenant testified that this month-to-month tenancy began on May 1, 2013 and the tenant still resides in a manufactured home within the manufactured home park. Rent in the amount of \$200.00 per month was payable on the 1st day of each month, which has been increased by 2% each year, which is now \$245.00 per month. A copy of the tenancy agreement has been provided by the landlord for this hearing.

The tenant was given notice of a rent increase, but testified that it was supposed to be 3 months ahead of time and says that the increase is 2%, however the landlord is asking for more than that. The tenant is not sure of what the percentage amounts to but it's more than 2%.

The tenant further testified that the names on the documents served by the landlord are incorrect, and the tenant keeps telling the landlord that. The landlord served the tenant with a Notice of Rent Increase, which the tenant received on September 19, 2022 indicating that rent will be \$270.00 per month effective January 1, 2023. The tenant told the landlord that the tenant only wanted to pay the proper increase of \$5.00, but the landlord wouldn't accept the rent and said the tenant would be kicked out. The tenant paid the increase, and the agent of the landlord who collects rent said, "That's just the way it is." A copy of a letter dated March 7, 2023 from the tenant's support person has been provided for this hearing, indicating that the person had been told by a manager of the manufactured home park that if the tenant disagreed, the tenant should get a lawyer.

The landlord's agent testified that the increase was in compliance with the law. The proportional increase and all documents were pasted on the office door as of September 29, 2022 for everyone to read, and by the mailbox (Form 11a), which was very detailed with copies of bills, taxes and cheques attached for everyone to read. It was a proportional increase and all rules were followed.

The landlord purchased the manufactured home park in 2018 and took possession in February, 2019. At that time rent was \$235.00, and each year rent was increased. Due to substantial increases, the increase in rent went from \$245.00 to \$270.00 per month. The last increase was effective January 1, 2022 increasing the rent from \$240.00 to \$245.00. Prior to that was effective January 1, 2021 increasing rent from \$235.00 to \$240.00 per month.

Water, sewer, snow removal and garbage collection are included in the rent. New garbage bins were provided to each household, and the landlord obtained a new truck because new bins can be picked up better and bears cannot access the garbage.

The rent increases were issued in September, 2022 and 4 new tenants moved in during October, 2022. There are now 71 manufactured homes in the park. There are 3 sections in the manufactured home park: Family and Seniors, and there were 63 homes in the park. Then a new section opened up that has 4 sites that were occupied as of September, 2022, and a total of 67 sites were considered in the proportional increase. The landlord compared 2 consecutive years, and the difference is added into

the Form 11a. The landlord used both forms (RTB 45 and RTB 11a) as per the law, and the copy of the form 11a was pasted on the office door and in mailboxes. It's up to the discretion of the tenants to read it.

Analysis

The *Manufactured Home Park Tenancy Act* states:

- 36** (1) A landlord may impose a rent increase only up to the amount
- (a) calculated in accordance with the regulations,
 - (b) ordered by the director on an application under subsection (3), or
 - (c) agreed to by the tenant in writing.
- (2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.
- (3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

In some situations, a landlord must apply for authorization to increase rent, however, the *Manufactured Home Park Tenancy Act* and the regulations permit a landlord to increase rent by 2% this year, as well as a proportionate amount for some expenses. I refer to Residential Tenancy Policy Guideline 37A: Annual Rent Increase which sets out what is meant by the “proportional amount:”

- The “proportional amount” is the sum of the change in local government levies and the change in utility fees divided by the number of manufactured home sites in the manufactured home park.
 - “The “change in local government levies” is the local government levies for the 12- month period ending at the end of the month before the month in which notice under section 35 of the MHPTA was given, less the local government levies for the previous 12-month period.
 - “Local government levies” are the sum of the payments respecting a manufactured home park made by the landlord for property value taxes, and municipal fees under section 194 of the Community Charter.
 - The “change in utility fees” means the utility fees for the 12-month period ending at the end of the month before the month in which notice under

section 35(2) of the Act was given, less the utility fees for the previous 12-month period.

- “Utility fees” are the sum of the payments respecting a manufactured home park made by the landlord for the supply of electricity, natural gas, water, telephone services or coaxial cable services provided by the following:
 - • a public utility as defined in section 1 of the Utilities Commission Act;
 - • a gas utility as defined in section 1 of the Gas Utility Act;
 - • a water utility as defined in section 1 of the Water Utility Act;
 - • a corporation licensed by the Canadian Radio-television and Telecommunications Commission for the purposes of that supply.
- Expenses that do not meet the definition of “local government fees” or “utility fees” cannot be included in calculating a rent increase for a manufactured home site.

In this case, the landlord’s form RTB-11a does not claim any other expenses, and therefore is not required to apply to the Residential Tenancy Branch for an order authorizing an additional rent increase.

I have reviewed all of the evidence, and I find that the landlord has complied with the *Act*, and the tenant’s application must be dismissed.

Conclusion

For the reasons set out above, the tenant’s application is hereby dismissed without leave to reapply.

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: July 06, 2023

Residential Tenancy Branch