



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes DRI, OLC

Introduction

This hearing dealt with the Tenant's Applications for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the Act) for:

- disputing a rent increase noticed by the Landlord under section 34 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement

Tenant S.L. attended the hearing with her advocate F.S.

No one attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

I find Landlord R.P. was deemed served the fifth day after the Tenant deposited for delivery to the Landlord by registered mail with Canada Post on July 22, 2025, the proceeding package in accordance with section 82(1)(c) of the Act. The Tenant provided the tracking number at the start of the hearing (the tracking number provided by the Tenant is set forth on the cover page to this decision).

The Tenant's advocate confirmed the proceeding package contained the notices for each of the Tenant's applications together with copies of the Tenant's evidence in support of each application.

Issues for Decision

Is the Tenant entitled to an order regarding the Tenant's dispute of an additional rent increase by the Landlord?

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Background and Evidence

While the Tenant attended the hearing by way of conference call, the Landlord did not. The Tenant was provided a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I have reviewed the evidence and I have considered the testimony of the Tenant and the submission of the Tenant's advocate, but reference is made only to that evidence and testimony relevant to this decision.

Evidence established this tenancy began on April 1, 2003, and has continued on a month-to-month basis. The Tenant's current monthly rent due on the first day of the month is \$312.21 pursuant to a notice of rent increase which is the subject of the Tenant's application. A copy of the tenancy agreement and park rules were provided in evidence.

On March 20, 2025, the Landlord served a Notice of Rent Increase to the Tenant, with an effective date of July 1, 2025. The Tenant's rent was increased from \$298.00 per month to \$312.21. The Tenant has paid the increased amount of rent pending determination of this application. The rent increase notice provided the sewage collection fees had increased from \$0 to \$2,068.50. Additionally, water utility fees were stated to have increased by \$1,153.56. The Landlord's rent increase notice was served to the Tenant together with copies of two invoices for pumping the park's septic totaling \$2,068.50 and a copy of a semi-annual water utility statement dated December 31, 2023, together with an information sheet undated from the water utility referring to projected annual increases from 2022 through 2026.

The Tenant's advocate states the septic pumping fees are not a local government levy for sewage collection fees as stated in the notice and in the instructions to the notice of rent increase. Additionally, the Tenant's advocate states the Landlord failed to provide billing invoices from the municipal water utility for 2024, as required under section F of instructions to the notice, instead only providing an information sheet (undated) that sets forth expected increases over the course of several years.

The Tenant objected to the Landlord's notice in correspondence dated June 10, 2025. A copy was provided in evidence. In an undated handwritten reply, the Landlord states the water utility had increased by 6 percent but all documents were with his accountant. A copy of the Landlord's letter was provided in evidence. The Tenant's advocate stated there was no further communication from the Landlord regarding the rent increase.

The Tenant testified the boundary lines for her rental site were provided to her by the prior landlord. She testified that based upon the boundary lines for her rental site provided to her by the Landlord's predecessor-in-interest, she erected a fence within her property. In April 2025, the Tenant discovered the neighboring tenant to the southeast of her site (the neighbor's rental site no. 44) had attached items to her fence that damaged the fence. Further, the neighboring tenant, without her authorization, had also painted the fence. The Tenant stated she wrote to her neighbor but the neighbor did not remove the attachments he had made to her fence. Therefore, the Tenant removed her fence and relocated it 15 inches further away from the boundary line within her rental site. Nevertheless, she testified, the neighboring tenant at site 44 simply reattached items to her fence and thereby encroached upon her rental site.

The park rules prepared by the Landlord prohibit tenants from trespass onto another tenant's site. The Tenant states she wrote to the Landlord to address the issue with the neighbor but the Landlord took no action. The Tenant has since removed her fence and noted the offending neighbor had erected a clothesline post on her site. The Tenant submitted photographs of her fence. The Tenant's advocate states the Landlord's failure to take appropriate action against the encroaching neighbor constitutes a loss of quiet enjoyment for the Tenant to her rental site as she has been deprived of use of the site for which she pays monthly rent.

Analysis

Is the Tenant entitled to an order regarding the Tenant's dispute of an additional rent increase by the Landlord?

Section 34 of the Act states a landlord may impose a rent increase only in accordance with Part 4 of the Act. Section 36(1) requires that a rent increase comply with the regulations. Section 36(2) permits a tenant to dispute a rent increase that is imposed by a landlord in violation of the Act and regulation.

Section 35(3) requires a landlord give a tenant notice of a rent increase in the approved form. The approved form in turn requires the landlord to increase rent on an annual basis for changes sustained due to increased government levies and utility fees. The latter is defined by section 32 of the Regulation as utilities paid by the landlord for “the supply of electricity, natural gas, water, telephone services or coaxial cable services” as provided by utility commissions governed by the appropriate statutes. “Local government levies” are defined in the Regulation as property taxes or municipal fees pursuant to section 194 of the *Community Charter*. The prescribed form instructs the landlord who issues a notice of rent increase to provide the substantiating invoices for utility fees and government levies.

In this case, the repair and/or pumping of the park’s septic service do not fall within the definition of a “local government levy” or utility fee as defined by the Regulation. Additionally, the Landlord failed to properly document the alleged increase in water utility fees by providing invoices he received from the water utility for 2024 to establish the increase from 2023 payments the Landlord made for water service.

I find the Tenant has provided sufficient evidence to establish the Landlord’s notice of rent increase served to the Tenant for a monthly rent increase effective July 1, 2025, in the amount of \$312.21 violates the Act and regulation. I find the Notice of Rent Increase issued July 1, 2025, unenforceable against the Tenant.

Section 36(5) provides that if a landlord collects from a tenant a rent increase that does not comply with the Act, “the tenant may deduct the increase from rent or otherwise recover the increase.” At the hearing, the Tenant requested that if her application was granted, the rent increase collected by the Landlord pursuant to the impermissible notice of rent increase be deducted from her next monthly rent payment. The Tenant confirmed she has paid the Landlord \$312.21 since July 1, 2025, totaling \$42.63.

Any future notice of rent increase issued by the Landlord must comply with the Act and regulations, with the appropriate supporting documentation.

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Section 22 of the Act states:

A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;

(c) exclusive possession of the manufactured home site subject only to the landlord's right to enter the manufactured home site in accordance with section 23 [*landlord's right to enter manufactured home site restricted*];

(d) use of common areas for reasonable and lawful purposes, free from significant interference.

Policy Guideline 6 states: "A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises....Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment." Rather, "frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement of quiet enjoyment."

In this case, the Tenant testified the neighbor residing at site no. 44 has engaged in a pattern of continuing and disruptive behavior damaging the Tenant's fence and has encroached upon her rental site. The Tenant's evidence establishes this has been a continuous encroachment of which she advised the Landlord and requested he comply with the Act to protect her right to quiet enjoyment, including exclusive possession, of the site for which she pays monthly rent.

I find the Tenant has established by a balance of probabilities that she is entitled to an order that the Landlord comply with the Act, regulation and tenancy agreement, including the park regulations.

Conclusion

The Tenant's applications are granted.

I grant the Tenant a monetary order pursuant to section 36(5) of the Act for reimbursement of the impermissible rent increase collected by the Landlord in the monthly amount of \$14.21 paid by the Tenant from July 2025 through September 2025, totaling \$42.63. The Tenant is authorized to deduct this sum from her next monthly rent payment. The Landlord may not issue a notice to end tenancy for unpaid rent as a result of this authorized deduction in the Tenant's future rent payment as I have found the notice of rent increase issued by the Landlord effective July 1, 2025, is unenforceable against the Tenant.

I further order in accordance with section 22 of the Act that the Tenant be permitted full use and exclusive possession of her site and she is authorized to restore her fence to the original location as provided to her by the Landlord's predecessor-in-interest; and, to assure the Tenant's ability to erect her fence in the location where it was originally installed, I further order within 15 days that the Landlord take all necessary steps authorized under the Act, including a notice to end tenancy to the offending neighboring

tenant, to insure the offending tenant at site no. 44 does not attach any object or make any use of the Tenant's fence, does not paint the Tenant's fence and that the offending tenant, bearing all costs and responsibility for damage, remove any impediment installed by that tenant on the Tenant's site which would inhibit or prevent the Tenant from erecting her fence.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 06, 2025

Residential Tenancy Branch