



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding San Steel Investment  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            DRI, FF

### Introduction

This hearing dealt with an application by five tenants seeking to dispute a rent increase. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Are the tenants entitled to any of the above under the Act, the regulations or the tenancy agreement?

### Background and Evidence

The tenants gave the following testimony. The tenants stated that the landlord has increased the rent every year since 2004. The tenants stated that the landlord is also asking for a proportional amount that they have not requested in the past. The tenants stated that they felt the law is unfair that a landlord can raise the pad rental every year. The tenants stated that the pad rental in this park is one of the highest in the surrounding area.

The landlords gave the following testimony. The landlords stated that the tenants do not have a legal basis for this matter to be heard as they have complied with the regulations. The landlords stated that they “rounded down” the increase to the nearest dollar to make it more affordable for the tenants. The landlord stated that they used the auto calculation form from the Branch to ensure they have complied with the Act and the regulations. The landlord stated that they have provided all park residents with copies of all the additional government levies and how they came to their calculation to seek the proportional amount of the increase.

### Analysis

The landlords submitted extensive documentation to support their position. The landlords' have applied the 2.5% increase + the proportional amount as allowed.

I have carefully reviewed the landlords' documentary evidence and have found them to be in accordance with the Manufactured Home Park Tenancy Act and the regulations.

Section 36 of the Manufactured Home Park Tenancy Act clearly addresses the matter before me.

**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.**

Based on the above I must dismiss the tenants' application.

The Notice of Rent Increase remains in full effect and force. For absolute clarity for all parties concerned I have listed the pad #, the amount of increase, the amount of rent payable and when the new rent payable is in effect.

#23- increase of \$20.00, rent payable of \$530.86 takes effect on May 1, 2015.

#15- increase of \$20.00, rent payable of \$530.86 takes effect on May 1, 2015.

#26- increase of \$21.00, rent payable of \$573.63 takes effect on Sept 1, 2015.

#16- increase of \$20.00, rent payable of \$530.86 takes effect on May 1, 2015.

#111- increase of \$22.00, rent payable of \$614.52 takes effect on May 1, 2015.

### Conclusion

The tenants' application is dismissed in its entirety without leave to reapply. The Notice of Rent Increase for all parties remains in full effect and force.

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: October 22, 2015

---

Residential Tenancy Branch

