Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 790957

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

Norenger Development (Canada) Inc., Landlord(s),

Applicant(s)

And

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental until at: s.22 - 8081 Westminster Highway, Richmond, BC

Date of Hearing: June 25, 2012, by conference call.

Date of Decision: July 25, 2012

Attending:

For the Landlord: s.22

For the Tenant: s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ARI

Introduction

This hearing dealt with an application by the landlord for an order approving a rent increase greater than the amount calculated by section 22 of Residential Tenancy Regulation. The tenant attended the hearing with a representative from The Owners of Strata Plan N.W. 3271.

Issue(s) to be Decided

Is the landlord entitled to the requested order?

Background, Evidence & Analysis

The tenancy in question is a long one – having commenced on s.22 The rental unit is a one bedroom apartment approximately 530 square feet in size. The current rent for the unit is $700.00. The rent has been at this level since the beginning of the tenancy. Under the Residential Tenancy Regulation the landlord is entitled to a rent increase of 4.3% for 2012. As a result, under section 22, the landlord is entitled to increase the rent by $30.00, to $730.00 for this unit.

The landlord seeks an additional rent increase in accordance with section 23(1)(a) of the Regulation. Specifically, the landlord claims that after the rent increase allowed under section 22, the rent is significantly lower than the rents for other similar units in the neighbouring residential areas. The landlord wishes to raise the rent to $850.00.

The landlord has provided supporting documentation showing rents for five other units in the surrounding area which he argues are comparable to this one. This information shows rents ranging from $850.00 for a bachelor up to $920.00 for a one bedroom.

The tenant has argued however that the comparables presented by the landlord neglect to take into account that the subject unit is a s.22 The tenant argued that the comparables used for this analysis must be other s.22 The tenant claims

that the real tenant is the s.22 to manage the building and that the landlord should have named the s.22 as the tenant rather than s.22

For his part, the landlord vigorously disagrees with this and points out that when the previous s.22 moved out, the unit was vacant for one and a half months during which time the landlord did not receive any rent – from the s.22 or otherwise. Furthermore, the s.22 who left was paying $660.00 and the landlord raised the rent to $700.00 when the s.22 moved in.

While I have read the detailed information provided by the tenant/strata corporation in support of its position, I am not satisfied that this information proves that the rental unit should be treated any differently from a unit that does not have a s.22 . I am particularly influenced by the fact that the landlord received no payment for the one and half months that the unit sat empty.

Accordingly, I find that on balance the landlord has provided sufficient evidence in support of **a total rent increase in the amount of $150.00.**

Conclusion

Pursuant to section 69 of the Residential Tenancy Act I herby order that the rent for the rental unit may be increased to $850.00. The landlord may give a notice of rent increase for this amount.

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

Dated: June 25, 2012.

D. Brodie
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 791524

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

K.TANG ENTERPRISES, Landlord(s),

Applicant(s)

And

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 1440 West 71 Avenue, Vancouver, BC

Date of Hearing: June 15, 2012, by conference call.

Date of Decision: June 21, 2012

Attending:

For the Landlord: s.22
Elvira Akhunova, Legal Counsel

For the Tenant: s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ARI

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an additional rent increase.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to an Order to allow an additional rent increase above the legislated annual amount?

Background and Evidence

The parties agreed that the Tenant began occupying unit s.22 in this building back in s.22 s.22 moved into unit s.22 s.22 Rent is currently payable on the first of each month in the amount of $704.00 and in 1992 the Tenant paid $100.00 as the security deposit.

The Landlord affirmed the rental unit is located in a ten unit building with nine 1 bedroom units and one 2 bedroom unit. The building is 51 years old and has been owned by the Landlord since 2008. They submit that the unit is 807 sq ft including the balcony and 784 sq ft without the balcony as supported by their evidence which included a footprint of the building they obtained from their municipality.

The Landlord asserted that the market rent for a two bedroom unit in this neighbourhood is $1,000.00 as supported by the affidavit provided in their evidence. The affidavit was prepared by his legal counsel's articling student and includes the

student's summary of internet, telephone and e-mail inquiries. Attached to the affidavit is information pertaining to current rents composed by a Realtor of a building in the neighbour that is currently for sale, a listing of current rents charged in a neighbouring building which the Landlord owns, and a listing of current rents charged for the 10 units in the Tenant's building.

The Landlord submitted that the examples noted in the affidavit were of similar age and condition. He stated that he also owns another apartment building that is adjoined to the property that the Tenant's building is located and all of the two bedroom units in this building rent for more than $1,000.00.

The Landlord argued that the Tenant's rent would only be $734.13 after the allowable $4.3 % increase for 2012 which he believes to be significantly lower than the market value of $1,000.00. He noted how the *Residential Tenancy Policy Guideline* defines significantly lower rent and argued that even though there is only one 2 bedroom unit in this building it is clear the market value for a 2 bedroom unit is at least $1,000.00.

The Tenant submitted that as soon as the Landlord purchased the building he attempted to have s.22 sign a new tenancy agreement for higher rent. s.22 has continued to refuse his requests. They attended dispute resolution back on March 23, 2010 at which time the Landlord's application for an additional rent increase was dismissed.

The Tenant disputes this request for an additional rent increase and stated that s.22 has had a rent increase every year except for 2010 and 2011. When s.22 moved from the one bedroom unit to the two bedroom unit s.22 rent was increased from $493.00 to $630.00. s.22 has occupied this unit since 2003 and there have never been any upgrades or maintenance. s.22 has endured three floods during this time and the Landlords have never repaired or replaced anything in s.22 unit. s.22 stated that s.22 carpet has been stained from the beginning, there have never been any upgrades to s.22 unit, and there are silver fish in the hallway of s.22 building,

The Tenant disputed the Landlord's submission as to the square footage of s.22 unit and submitted that when s.22 measured s.22 unit is was approximately 750 sq ft. s.22 advised that there has never been anyone in s.22 suite taking measurements, there has been no attempt or request for someone to enter s.22 suite to take measurements, nor has anyone ever requested to inspect s.22 unit to determine what maintenance or repairs are required. s.22 argued that all ten units in this building are of similar size and that s.22 unit has a smaller kitchen/dining room area and one additional wall to create the second bedroom.

The Tenant submitted that s.22 had called a couple of buildings in s.22 area that had signs posted stating they had units for rent. One unit was charging $1,250.00 for a unit that was 750 square feet which had just been fully renovated and the other was charging $1,150.00 for a 900 square foot unit that had also been completely renovated.

The Tenant argued that the examples provided by the Landlord could not be considered similar as the Landlord has no idea of the condition of s.22 unit as s.22 has never been inside her unit. s.22 also argued that the Landlord's examples all appear to be recently renovated units and therefore would demand a higher rent. s.22 notes that s.22 unit has never had any upgrades and that s.22 rented her unit, as is, therefore s.22 rent should not be increased.

In closing the Landlord stated his evidence of the measurements of the Tenant's unit were hand written on the floor plan by a consultant and were based on information obtained from the municipal office. s.22 confirmed s.22 has never seen the inside of the Tenant's unit. The Landlord argued s.22 has completed upgrades to this building such as changing the roof and electrical systems however no work has been performed in the Tenant's unit because s.22 has never requested work to be completed.

Analysis

The Landlord has made application for an additional rent increase pursuant to Section 43(3) of the Act and section 23(1) of the regulation. Section 23 (1) (a) of the regulation provides that a landlord may apply under section 43 (3) of the Act *[additional rent increase]* if after the rent increase allowed under section 22 *[annual rent increase]*, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit.

The burden of proof of the market value rent lies with the Landlord who has to meet the high statutory requirement of proving that rent being charge for similar units in the same geographic area are significantly higher than the Tenant's rent. Section 37 of the *Residential Tenancy Policy Guideline* # 37 stipulates that:

- An application must be based on the projected rent after the allowable rent increase is added; and
- Additional rent increases under this section will be granted only in **exceptional circumstances**; and

- "Similar units" means rental units of comparable size, age (of unit and building), construction, interior and exterior ambiance (including view), and sense of community; and
- The "same geographic area" means the area located within a reasonable kilometer radius of the subject rental unit with similar physical and intrinsic characteristics. The radius size and extent in any direction will be dependent on particular attributes of the subject unit, such as proximity to a prominent landscape feature (e.g., park, shopping mall, water body) or other representative point within an area.

In this case the current monthly rent is $704.00 and after the 2012 rent increase of 4.3% allowed under the Regulation is applied the monthly rent would be **$734.27**.

When determining the existence of exceptional circumstances it is not sufficient for a landlord to base their claim that the rental unit(s) has a significantly lower rent that results simply from the landlord's recent success at renting out similar units at a higher rate. To determine the exceptional circumstances I must consider the relevant circumstances of the tenancy, the duration of the tenancy, and the frequency and amount of rent increases given during the tenancy. It is not exceptional circumstances if a landlord fails to implement an allowable rent increase.

In this case the Tenant has been issued a rent increase each year from 2003 to 2009; however the current owner did not issue a rent increase for 2010 or 2011. As rent has been increased each year up until 2009, and no increases for 2010 and 2011 simply because the Landlord made no effort to increase the rent, I find no basis to indicate rent has been kept artificially low; nor is there evidence to prove that the circumstances in this case are exceptional.

For examples of similar units the Landlord relies on an affidavit, a statement from a real estate agent on his opinion of market rent, and on what the Landlord currently charges in another building. The Tenant disputes the Landlord's evidence arguing that the Landlord has not proven the size of s.22 unit, or the condition of the inside of s.22 unit because s.22 has not been inside s.22 unit

Notwithstanding the Landlord's submission of a copy of the footprint of the building that was constructed 51 years ago, I accept the Tenant's argument that the Landlord cannot provide examples of units that could be considered similar to s.22 unit as there is no evidence as to the type of construction of the Landlord's examples, nor can s.22 prove that the interior and exterior ambiance (including view), and sense of community are

similar because s.22 has not been inside s.22 unit and there are no photographs of the examples he provided.

Based on the aforementioned, I find there to be insufficient evidence to meet the high standard of proof required to prove the presence of exceptional circumstance or the market value rent of similar units that are located in the same geographic area. Accordingly, I find the Landlord's application must fail.

Conclusion

The Landlord has not met the burden of proof required for an additional rent increase. Therefore I DISMISS the Landlord's application, without leave to reapply.

The Landlord is at liberty to issue the required 3 month notice, on the prescribed form, if he wishes to increase the Tenant's rent in accordance with the legislated amount for 2012 at 4.3 %.

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

Dated: June 21, 2012.

L. Bell, Dispute Resolution Officer
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 792109

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

Ambassador Industries Ltd., Landlord(s),

Applicant(s)

And

s.22

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental until at: s.22
6960 Elwell Street, Burnaby, BC

Date of Hearing: July 31, 2012, by conference call.

Date of Decision: August 21, 2012

Attending:

For the Landlord: s.22

For the Tenants: s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RI

Introduction

This was the hearing of the landlord's application for an additional rent increase. The hearing was conducted by conference call. The respondents were all served with the application for dispute resolution, Notice of Hearing and the landlord's evidence by registered mail or personally. The landlord's representative and the named tenants attended the hearing.

Issue(s) to be Decided

Is the landlord entitled to rent increases for the specified rental units and if so, in what amounts?

Background and Evidence

The rental property is a wood frame apartment building in Burnaby containing 50 suites. The landlord has applied to increase the rent for 12 of the rental units in the rental property, but since the application was filed the landlord has withdrawn its application with respect to two of the units. The tenant of one unit has consented in writing to the increase proposed for his unit. The Tenant of the other unit ended his tenancy effective May 31, 2012.

The landlord has applied for and additional rent increase exceeding the amount permitted under the Act and Regulation on two grounds, first: on the ground that after the increase permitted by the Regulation, the rent for the rental units is significantly lower than the rent payable for other rental units similar to and in the same geographical area as the rental unit. The landlord has also applied on the ground that it has completed significant repairs or renovations to the residential property in which the rental unit is located that could not have been foreseen under reasonable circumstances, and will not recur within a time period that is reasonable for the repair or renovation.

The landlord's representative testified that the landlord has owned the rental property for 13 years and s.22 provided evidence that it has incurred significant costs for repairs and improvements to the rental property. The landlord's representative said that the landlord has spent close to $600,000.00 on necessary repairs to the rental property. This work included new plumbing throughout the building, the installation of a new elevator, extensive gardening and repairs to unsafe walk ways, the installation of a new electric parking garage door, a new concrete pad as roofing to prevent water leaking into garage and a fire alarm upgrade. There was some other work performed and other work planned, including the replacement of all single pane windows with double glazed ones and replacement of sliding glass doors. The landlord's representative also said there are suites that need new appliances, carpet and countertops. The landlord's representative said that the landlord increased its mortgage on the rental property by $600,000 to pay for the necessary repairs and that the landlord had paid more than it borrowed.

The landlord requested the following increases for the following units:

Unit	current rent	requested increase	total rent
s.22	$685	$65	$750.00
	$685	$65	$750.00
	$790	$60	$850.00
	$740	$110	$850.00
	$760	$90	$850.00
	$760	$90	$850.00
	$716.10	$133.90	$850.00
	$760	$90	$850.00
	$745	$105	$850.00
	$757.02	$72.98	$830.00

The landlord's representative testified that the landlord did not apply to increase rent for units other than those listed in the application because it has already increased the rent for those units to what the landlord considered to be the market rent.

The landlord contended that the rents for the units included in the application are lower than the rents for comparable units in the area of the rental property. The landlord submitted as evidence a printout of an internet search on craigslist for one bedroom apartments in the vicinity of the rental property. The landlord submitted that the search listings ranging in advertised price from $800.00 per month to $1,050.00 per month were comparable to the rental units included in this application. The landlord did not

submit any photographs or detailed descriptions of the advertised properties. The landlord included as evidence copies of some recent tenancy agreements that showed other units in the rental property had been rented for monthly rents of $850.00 or more.

Some of the tenants who participated in the hearing provided written submissions and evidence in opposition to the landlord's application. One of the tenants brought an application to dispute a previous rent increase imposed by the landlord. Her application was heard on June 27, 2012. The rent increase was set aside and the rent was established to be $757.01 effective August 1, 2011. This tenant disagreed with the landlord's evidence with respect to comparable rents. She provided some internet search results from craigslist for rental units in the area of the rental property; the tenant's results showed rents ranging from $690 per month to $850 per month, with several one bedroom units advertised at a monthly rent of $737 to $790.

Another tenant, s.22 objected to the rent increase and also complained about the disruptions caused by the repair and renovations to s.22 rental unit. s.22 did not file an application, but s.22 requested compensation in the amount of $5,000.00. I told s.22 during the hearing that her request for compensation could not be considered on the landlord's application and if s.22 wanted to pursue a claim against s.22 landlord s.22 had to make s.22 own application for dispute resolution.

Most of the tenants who attended the hearing opposed the landlord's application; the majority felt that there should not be a rent increase that exceeded the annual allowable rent increase of 4.3% permitted under the *Act*.

Analysis and conclusion

The *Residential Tenancy Act* provides by section 43 that a landlord may impose a rent increase only up to the amount calculated in accordance with the regulations, or as ordered by the director, or agreed to in writing by a tenant. The annual rent increase currently permitted in the Regulation is 4.3%.

The Residential Tenancy Regulation provides in part as follows:

Additional rent increase

23 (1) A landlord may apply under section 43 (3) of the Act *[additional rent increase]* if one or more of the following apply:

(a) after the rent increase allowed under section 22 *[annual rent increase]*, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit;

(b) the landlord has completed significant repairs or renovations to the residential property in which the rental unit is located that

(i) could not have been foreseen under reasonable circumstances, and

(ii) will not recur within a time period that is reasonable for the repair or renovation;

(2) If the landlord applies for an increase under paragraph (1) (b), (c), or (d), the landlord must make a single application to increase the rent for all rental units in the residential property by an equal percentage.

When the landlord requests an additional rent increase because it has completed significant repairs, section 23(2) of the regulation requires that the landlord must make a single application to increase the rent for all rental units in the residential property by an equal percentage. Because the landlord has not applied to increase the rent for all rental units and has not sought to increase the rent by an equal percentage for all rental units, the landlord's application for an increase under section 23 (1) (b) is dismissed.

This leaves me to address the landlord's application for increases pursuant to section 23 (1(a) on the basis that after the annual allowed increase under section 22, the rent for the units is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit.

The Residential Tenancy Policy guideline concerning rent increases contains the following provisions with respect to a landlord's application for an additional rent

increase because it is alleged that the rent is significantly lower than the rent for other comparable units in the same area:

Significantly lower rent

The landlord has the burden and is responsible for proving that the rent for the rental unit is significantly lower than the current rent payable for similar units in the same geographic area. An additional rent increase under this provision can apply to a single unit, or many units in a building. If a landlord wishes to compare all the units in a building to rental units in other buildings in the geographic area, he or she will need to provide evidence not only of rents in the other buildings, but also evidence showing that the state of the rental units and amenities provided for in the tenancy agreements are comparable.

The rent for the rental unit may be considered "significantly lower" when (i) the rent for the rental unit is considerably below the current rent payable for similar units in the same geographic area, or (ii) the difference between the rent for the rental unit and the current rent payable for similar units in the same geographic area is large when compared to the rent for the rental unit. In the former, $50 may not be considered a significantly lower rent for a unit renting at $600 and a comparative unit renting at $650. In the latter, $50 may be considered a significantly lower rent for a unit renting at $200 and a comparative unit renting at $250.

"Similar units" means rental units of comparable size, age (of unit and building), construction, interior and exterior ambiance (including view), and sense of community.

The "same geographic area" means the area located within a reasonable kilometer radius of the subject rental unit with similar physical and intrinsic characteristics. The radius size and extent in any direction will be dependent on particular attributes of the subject unit, such as proximity to a prominent landscape feature (e.g., park, shopping mall, water body) or other representative point within an area.

The landlord's evidence consists of a listing of rental units from a craigslist search. The tenant, s.22 provided s.22 own craigslist search that yielded quite different results. I find that the landlord's evidence does not provide information that would allow me to conclude that the units relied on are truly similar as described by the policy guideline.

The landlord has not provided pictures or a detailed description of the individual units to allow such a determination to be made. The Act and Regulation also requires that the landlord's application be made on that basis that the rent for the units is significantly lower than similar rental units ***after*** the allowable annual increase is taken into account. The current rent after the annual increase is taken into account ranges from $714.45 for one of the bachelor suites to a high of $823.97 for one of the one bedroom units. Based on the evidence submitted I find that the landlord has not proven that the rent for the units included in this application is significantly lower than the rent for other rental units that are similar to, and in the same geographic area as the rental units. The landlord's application for additional rent increases is dismissed for the reasons stated.

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

Dated: August 21, 2012.

J. Howell
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 792426

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

SMBL STRUCTURES LTD., s.22 s.22 **, Landlord(s),**

Applicant(s)

And

s.22

Tenant(s),

Respondent(s)

Regarding a rental until at: s.22 CRANBROOK, BC

Date of Hearing: July 17, 2012, by conference call.

Date of Decision: July 17, 2012

Attending:

For the Landlord:

For the Tenant: s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: O

Introduction

This hearing dealt with an application by the landlord for an additional rent increase beyond the percentage allowed by the regulation. The landlord requested an order permitting additional rent increase for the reasons below:

1. Based on the fact that that the rent for 2 of the 4 rental units in the building are significantly lower than the rent payable for other rental units similar to and in the same geographic area as the rental unit in question; and

2. Based on the fact that the landlord completed significant repairs and incurred expenditures that could not be foreseen under reasonable circumstances.

The landlord and tenants appeared and gave affirmed testimony during the hearing.

Issue(s) to be Decided

- Is an additional rent increase justified based on rent being significantly lower than other comparable units?
- Is an additional rent increase justified based on significant unforeseeable repair costs?

Background and Evidence

The building is a strata containing 4 separate units and the landlord seeks an additional rent increase for two of these four units. The two units under dispute are each currently rented at $852.00 per month, at which they had remained since the rent was increased the allowable amount on July 1, 2011.

The permitted rent increase under the Act for 2012 would normally be limited to 4.3%, or $36.63, thereby entitling the landlord, with valid notification, to set the new rent at $888.63 effective July 1, 2012. However, the landlord's application seeks an order to increase the rent for these two units from $852.00 to $1,000.00 per month, implementing an increase of 17.37%.

Besides the units that are the subject of the requested rent increase, there are two other units in the same building. One has recently been rented at $1,200.00 per month. It had previously been rented for $1,400.00 per month since 2009. The other unit has been recently been rented since March 2012 for $1,400.00 per month. Prior to the most

recent tenancy, the rate for this unit had been $1,000.00 per month set in 2009. The landlord is not seeking an additional increase for either of these two higher-priced units.

With respect to the landlord's submission that the rent for the two affected rental units are significantly lower than the rent for other similar rental units in the same geographic area, the landlord presented 5 comparables to support this position.

Two of the comparables put forth by the landlord were the other two units in the same complex, as described above. The rent for these two units had apparently been adjusted upwards by the landlord between tenancies. In addition to presenting the two units contained in the same building, the landlord also identified units located in two nearby duplex buildings that evidently have similar layouts and amenities. The landlord pointed out that the rents for these units reportedly ranged in price from $1,055.00 to $1,400.00 per month. The landlord testified that the property manager supplied this data and s.22 was not sure whether or not utilities were included in the rents.

The landlord also included, as a comparable, a four-plex that was not comparable, having fewer amenities, such as only one bathroom, that featured rents ranging from $850.00 to $1,000.00 per month.

The tenant disputed that the examples given would support justifying higher rents for their units. The tenant testified that one of the units located in the same building as theirs, which was used as a comparable, was not equivalent as it had been renovated with new flooring. The tenant pointed out that the landlord was in control of setting what rental rates would be assigned for the units in the same complex and had merely adjusted the rent between tenancies to a higher rate. The tenant stated that, after one of these units in the building became vacant, the landlord had difficulty renting it, resulting in a vacancy of several months and the price had to be lowered from $1,400.00 to $1,200.00 per month.

With respect to the other units used as comparables, the tenant stated that they had never been inside these units and did not have any first-hand knowledge about whether they were valid as comparable units. The tenant stated that there was insufficient data supplied by the landlord to establish that the units used as comparables were similar to theirs and they believe that this should affect the weight assigned to this evidence.

The landlord's second ground in seeking an additional rent increase, that being the fact that that significant repairs had to be done that could not have been foreseen under reasonable circumstances, was also disputed by the tenants..

The landlord submitted an invoice for a roof replacement for $19,633.60. The landlord stated that the roof was only 18 years old and the replacement was an unforeseeable expenditure that justified increasing the rent beyond the allowable amount.

The tenant did not agree that the roof replacement was an extraordinary unexpected expense and believed that the landlord should have been aware of the condition of the roof, had the landlord practiced due diligence given the advanced age of the roof, which was known by the landlord when the building was purchased.

Analysis

The Residential Tenancy Act allows a landlord to apply for approval of a rent increase in an amount greater than the basic Annual Rent Increase and the policy intent is to allow the landlord to apply for dispute resolution only in “extraordinary” situations.

Residential Tenancy Regulation 4 sets out the limited grounds for such an application. A landlord may apply for an additional rent increase under section 23 of the Act if one or more of the following apply:

(a) after the allowable Annual Rent Increase, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit;

(b) the landlord has completed significant repairs or renovations to the residential property in which the rental unit is located that

(i) could not have been foreseen under reasonable circumstances, and

(ii) will not recur within a time period that is reasonable for the repair;

The Residential Tenancy Guidelines state that the landlord has the burden of proof and is responsible to verify that the rent for the rental unit is significantly lower than the current rent payable for similar units in the same geographic area.

According to the Guidelines, if a landlord wishes to compare the units in the subject building to rental units in other buildings in the geographic area, the landlord will need to provide sufficient evidence, not only of rents charged in the other buildings, but also evidence showing that the state of the rental units and the amenities provided for in the tenancy agreements are comparable.

Having reviewed the evidence, I find that the landlord provided the landlord’s own written testimony attesting that rent currently paid in other comparable units from the same geographical area, is significantly lower than the two units under dispute.

I find that the landlord does have valid first-hand knowledge about the rents and amenities featured other two units in the same building owned by this same landlord . However, I find that the two other units contained in the same building are not suitable as comparisons because the landlord has control over what rental rate will be charged

for these units and had the ability to set the rents at any level desired, for new tenancies. I also accept that improvements were done to one of these two units.

With respect to the other comparables presented by the landlord, I find that, other than the landlord's own testimonial data placed on a chart, the landlord did not submit any other independent evidentiary support to verify the purported rents.

In addition, the landlord did not furnish sufficient verified details with respect to what amenities, facilities and services, such as utilities, are included in the other rents. I find that the landlord's data was challenged by the tenants who took the position that the other units presented were not likely comparable to theirs and the tenants also felt that the landlord had not provided sufficient data.

I find that, where one party provides a version of facts or events in one way and the other party provides an equally probable version of facts, this conflicting testimony may be seen as quashing each another. When this occurs, in the absence of additional documentary evidence to add evidentiary weight to support their position, then the party carrying the burden of proof is not likely to succeed. The reason is because the positions of the two parties are not on equal ground being that one carries the added burden of proving their case. In this instance I find that the onus is solely on the landlord to adequately prove that the additional rent increase should be allowed based on the evidence provided. I find that the landlord's evidence was not adequate to meet the landlord's burden of proof.

Given the above, I find that the additional rent increase sought by the landlord cannot be granted based on the alleged ground that rent for these two rental units are significantly lower than the rent payable for other rental units that are similar to them , and in the same geographic area.

In regard to the other ground upon which the landlord's application is based, that being the fact that significant unforeseen repairs were completed and expenditures incurred that could not have been anticipated under reasonable circumstances, I find that to justify an increase, the landlord must meet the criteria below:

- The landlord completed significant repairs or renovations
- The repairs could not have been foreseen under reasonable circumstances , and
- The repairs will not recur within a time period that is reasonable.

I find that I can fully accept that the landlord was required to complete a roof replacement and that this qualified as a significant repair. I also accept that the

landlord did incur the cost claimed. Finally, I am able to accept that the repair will not recur in the reasonable future.

However, I find that the tenant's testimony that the need for this repair was unforeseeable and should have been anticipated by the landlord under reasonable circumstances, does have merit particularly given the age of the existing roof.

I find that all items and finishes of a rental unit have a limited useful life and this is recognized in Residential Tenancy Policy Guideline number 40 which lists the estimated useful life of interior and exterior finishes, items and fixtures. The Guidelines set the average useful life of a sloped roof at 15 years and the average useful life of a flat roof at 20 years and the average life of roof repairs to be 5 years. I find that the landlord would have a reasonable expectation that this roof would need to be replaced at some point as a routine part of building maintenance. I find that the probability of when this may be necessary could likely be determined through the due diligence of regular inspections of the building by the landlord.

Based on my determination that the repairs could have been foreseen under reasonable circumstances, I find that there is no valid basis to grant an order permitting the landlord to impose an additional rent increase based on the costs of significant unexpected repairs.

Conclusion

Based on the evidence before me, I find that the landlord has not successfully met the criteria to justify an additional rent increase under either of the grounds put forth. I hereby dismiss the landlord's application for an additional rent increase in its entirety without leave.

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

Dated: July 17, 2012.

J. Yuen,
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 792564

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

s.22 **Landlord(s),**

Applicant(s)

And

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 - 3RD AVENUE, NEW WESTMINSTER, BC

Date of Hearing: June 11, 2012, by conference call.

Date of Decision: June 11, 2012

Attending:

For the Landlord:

s.22

For the Tenant:

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened upon the application of the landlord seeking an additional rent increase. Under the *Residential Tenancy Act* the landlord is able to apply a rent increase of 4.3% or $33.97 per month raising the rent from $790.00 to $823.97. However, the landlord wishes to raise the rent to $1,300.00 per month, an increase of 63% or $500.00 per month.

All parties appeared at the hearing.

Summary of Background

The landlord applies for the additional rent increase on the ground that the rent of this rental unit is lower than comparable units or sites. The landlord supplied several pages of listings from Craigslist which s.22 says shows that comparable units realize much more rent than this rental unit. Further, the landlord says the rent has always been low in exchange for work the tenant was supposed to do around the house which s.22 is not doing. As a result the landlord has had to hire someone to maintain the lawn.

The tenant submits that s.22 has been living in the rental unit for s.22 and that he has done numerous maintenance tasks around the house. The tenant supplied the original rental notice in which nothing was mentioned bout yard maintenance and there is no written agreement that states s.22 would be responsible for maintenance of the yard. However the tenant says s.22 did regularly mow the lawn although the landlord has now hired lawn maintenance people to take care of the lawn. The tenant submitted that s.22 would be willing to an increase equal to the cost of the lawn maintenance in the sum of $200.00 but nothing more.

The landlord declined the tenant's offer.

Legislation

Amount of rent increase

43 (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; 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.

Findings

The *Residential Tenancy Act* allows a landlord to apply to a Dispute Resolution Officer for approval of a rent increase in an amount that is greater than the basic Annual Rent Increase. The policy is to allow the landlord to apply for dispute resolution only in "extraordinary" situations. The Residential Tenancy Regulation sets out the limited grounds for such an application. In this case the landlord has applied under the ground that:

> After the allowable Annual Rent Increase, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit;

While the landlord's ground for the increase is that the rent for this property is significantly lower than similar units, except for several pages of Craigslist advertisements the landlord has provided little else to show how the rental units advertised are comparable to this rental unit and that this unit's rent should be increased above that which is allowed under the Act.

The landlord's application is therefore 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 *Residential Tenancy Act*.

Dated: June 11, 2012.

D. SIMPSON
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 792706

In the matter of the *Manufactured Home Park Tenancy Act,* SBC 2002, c. 77., as amended

Between

SEA TO SKY VENTURES LTD., Landlord(s),

Applicant(s)

And

s.22

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 - 1679 Arrow Drive, Revelstoke, BC

Date of Hearing: May 31, 2012, by conference call.

Date of Decision: June 12, 2012

Attending:

For the Landlord: s.22 Agent for landlord
s.22 Agent for landlord
s.22 Witness

For the Tenants: s.22 Representing tenants

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AARI

Introduction

This hearing dealt with a landlord's Application for Additional Rent Increase. The landlord submitted that all named tenants were served with the landlord's application and evidence by a process server on April 20 and 21, 2012. Agents for the landlord were present at the hearing and one person appeared on behalf of the tenants. The person appearing indicating s.22 was representing several of the named tenants.

Both parties were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

I determined that the written submission provided by the tenant's representative had not been served upon the landlord. Accordingly, I did not accept or consider the written submission. Rather, the tenants' representative was provided a full opportunity to make submissions verbally during the hearing and I have considered those submissions.

The landlord initially included s.22 in filing this application; however, the landlord requested this site be excluded as a new tenancy agreement has been entered into since this application was made. I have amended the application accordingly.

Issue(s) to be Decided

Has the landlord shown that after the rent increase permitted by the Regulation has been applied the rent payable for the rental sites is significantly lower than the rent payable for other rental sites similar to and in the same geographic area as the subject rental site?

Background and Evidence

There are 15 sites in the manufactured home park, four of which are vacant. Since the landlord acquired the park in December 2011 some of the tenants have already agreed to a rent increase or have entered into new tenancy agreements with the landlord. The landlord has made this application seeking to increase the rents for the remaining sites to $286.00 per month. The current rents for the affected sites range from $185.00 to $250.00 per month and, if approved, the rent increase would be an increase of 30 – 54.6% respectively. The date of the last rent increase for the affected tenants is 2009 or earlier. The basis for making this application is that:

> "after the rent increase permitted by the Regulation, the rent for the rental site is significantly lower than the rent payable for other rental sites similar to and in the same geographic area, as the rental site".

The landlord submitted that rents in two other parks in the area are $300.00 per month (herein referred to as "the comparable parks"). The landlord provided copies of three listings for manufactured homes for sale in the comparable parks as evidence. The listings indicate the rent for those sites is $300.00 per month. The landlord submitted that the subject park is in a more desirable location and setting than the comparable parks and the sites are larger (approximately ¼ acre) in the subject park. The landlord also called the managing broker of a local real estate firm as a witness to corroborate the information provided by the landlord.

The tenants' representative did not dispute that the sites shown in the listings currently rent or will rent for $300.00 per month; however, the representative made the following submissions:

- The representative toured six parks in the area and is aware of other parks where rent is lower that then rent in the subject park.
- The landlord's submission that size of sites in the subject park are approximately ¼ acre is not possible given there are 15 sites on three acres of land.
- The sites in the subject park are not similar to the other sites in the comparable parks as much of the park and the subject sites are on very steep terrain and/or are heavily treed.
- The subject sites have much less useable space than the sites in the comparable parks where the sites are open and mostly level.
- Parking for some of the subject sites is restricted, as is access to back yards, largely due to the steep terrain and the number of trees on the sites.

The landlord acknowledged that a few sites are on steeper terrain and that the sites have trees that have been permitted to grow very close to some of the manufactured homes. However, the landlord was of the position that other sites in the subject park have large yards and are mostly level. The landlord also submitted that the park has been surveyed and, as a result, the landlord intends to start removing several trees. The landlord has other intentions to improve the park and has begun to do so by tearing down an abandon structure on one of the sites.

The tenants' representative acknowledged that the landlord has torn down an abandoned structure but was of the position the rent increase should not be based on improvements the landlord intends to do in the future.

Finally, the tenants' representative attempted to introduce testimony as to the tenants' ability to pay the rent increase, if approved. As the parties were informed during the hearing, the affordability of the rent increase was not a determining factor in the application before me and I did not permit the tenants' representative to make further submissions in this regard.

Analysis

The amount of a permissible rent increase is provided under section 36 of the Act. It provides that a landlord must not impose a rent increase greater than that:

> (a) calculated in accordance with section 32 of the regulations [*annual rent increase*],
> (b) ordered by the director on an application for an additional rent increase under section 33 of the regulations, or
> (c) agreed to by the tenant in writing.

Section 33 of the regulations provides for limited grounds for making an application for an additional rent increase. The landlord has made this application for additional increase on the ground:

> (a) after the rent increase allowed under section 32 [*annual rent increase*], the rent for the manufactured home site is significantly lower than the rent payable for other manufactured home sites that are similar to, and in the same geographic area as, the manufactured home site;

Residential Tenancy Policy Guideline 37: *Rent Increases* provides information and the policy intent for rent increases under the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. The policy intent is to allow a landlord to apply for an additional rent increase in extraordinary or exceptional situations, as evidenced by the limited grounds for such an application. The landlord has the burden of proving a basis for a rent increase of an amount that is greater than the increase prescribed by section 32 of the regulations. In considering an application for additional rent increase, I am required to consider several factors, including relevant submissions of affected tenants.

In addition to relevant submissions of the tenants, my decision is based upon:

- the application and supporting material;
- evidence provided that substantiates the necessity for the proposed rent increase; and,
- the landlord's disclosure of additional information relevant to the dispute resolution officer's considerations under the applicable regulation.

In this case, the tenants, through their representative, have submitted that the sites in the comparable parks used by the landlord in support of its application are not similar sites given the steep terrain and heavily treed sites of the subject property. The landlord acknowledged a number of sites are located on steep terrain and are heavily treed. Those reasons may or may not be sufficient to conclude the comparables are not similar as I find it reasonable and consistent with the policy guideline to expect that a "similar site" is one that is of similar: size, terrain, setting, amenities, and sense of community. However, I find the landlord has not provided sufficient evidence for me to determine whether the subject sites are sufficiently similar to the comparable sites provided. Given the nature of the application I find it reasonable to expect the landlord would provide photographic evidence and/or other detailed documentation that would sufficiently describe the subject property and the comparables so that a determination could be made.

Of further consideration is the fact the landlord provided two comparable parks when I heard there are several in the area, including parks where rent is lower than the subject park. As indicated in the policy guideline, the landlord must clearly set out all the sources from which the rent information was gathered and the landlord did not provide specific and detailed information, such as rents for all the similar properties in the immediate geographical area. Therefore, I find three listings for manufactured homes for sale in two other parks to be an insufficient submission to grant the landlord's application.

In light of the above, I deny the landlord's request for an additional rent increase for the subject sites as the landlord has not provided sufficient evidence to conclude the rent payable, after applying the annual rent increase, is significantly lower than similar sites in the same geographic area.

Conclusion

The landlord's request for an additional rent increase for the sites subject to this application has been denied.

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: June 12, 2012.

C. Reid, Dispute Resolution Officer
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 793107

In the matter of the *Manufactured Home Park Tenancy Act,* SBC 2002, c. 77, as amended

Between

WHISPERING SPRUCE MANUFACTURED HOME PARK ,
Landlord(s),

Applicant(s)

And

s.22

s.22 **Tenant(s),**

Respondent(s)

Regarding a manufactured home site at: 1422 Golden View Road, Golden, BC

Date of Hearings: January 10, 2013 and March 11, 2013, by conference call.

Date of Decision: March 11, 2013

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Attending January 10, 2013

For the Landlord: Keven Schecter, Legal Counsel

s.22

For the Tenants:

s.22

Attending March 11, 2013

For the Landlord: No One

For the Tenants:

s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ARI

Preliminary Issues

The Tenants submitted that the hearing documents, which were sent via registered mail, were not available for pick up until December 12, 2012, which made it difficult for them to compile their evidence prior to the hearing.

I offered the Tenants an opportunity to request an adjournment to allow more time to compile their response. The Tenants declined to request an adjournment and stated they felt they were prepared and wished to proceed with the hearing as scheduled.

Introduction

This hearing convened for two hours and forty minutes on January 10, 2013 and reconvened for the present session on March 11, 2013, to deal with the Landlord's Application for an Additional Rent Increase filed on November 30, 2012. Hearing documents were prepared and sent to the Landlord for service on December 10, 2012.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process, however, each declined and acknowledged that they understood how the conference would proceed.

Each Tenant that was in attendance at the hearing was individually canvassed and asked if they wished to have the lead Tenant s.22 speak on their behalf. All Tenants in attendance affirmed that they wished to have s.22 represent them and speak on their behalf. s.22 affirmed that the spreadsheet he submitted into evidence, listing Tenants' signatures, provided s.22 the authority to represent and speak on behalf of those Tenants who were not in attendance at the hearing.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Should the Landlord be granted an Order to allow an additional rent increase under the *Manufactured Home Park Tenancy Act*?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the application for an additional rent increase; a written submission titled "Schedule"; and an e-mail from the owner of a manufactured home park being used as a comparable park.

The Tenants submitted documentary evidence which included, among other things, copies of: a written statement from Tenants s.22 and s.22 ; a hydro bill; a spreadsheet with Tenants' signatures; letters issued by the owner of the Manufactured Home Park (MHP) dated April 26, 2009 and June 10, 2010; pictures; and a written submission from the Ad Hoc Committee of the MHP.

The Landlord's Witness provided the following oral testimony on January 10, 2013 to compare the subject MHP (Whispering Spruce) with other MHPs in the municipality as follows:

Kicking Horse MHP

- The Witness s.22 located in the same municipality as the subject MHP;
- s.22 s.22 is familiar with the subject MHP;
- Current rents charged in his MHP range from $304.00 to $355.00;
- He consistently implements an annual rent increase in accordance with the *Act*, and has never missed a year because he needs to spend money to maintain his park and provide services;
- New tenants are charged the highest rental rate;
- s.22 MHP is fully maintained through services hired by contactors including snow removal; maintenance of all common area grass and park; and street lights are maintained through a hydro contract that was grandfathered in;
- s.22 MHP provides sewer, water, and roadside pickup of garbage and recycling at each individual site.
- s.22 MHP covers 13 acres and the subject MHP has about ¼ of number of sites or units as s.22 MHP.
- He believes that his MHP is the best park "in town" and that if s.22 park did not exist s.22 would chose to live in the subject park. s.22 park is quietly located in a cul-de-sac and is well run.

The subject MHP (Whispering Spruce)

The subject MHP has similar size lots to the witness' park as they both accommodate double wide manufactured homes. The witness' lots are rectangle shape while the subject MHP has lots that are more pie shape or triangle shape.

The witness' was of the opinion that the subject MHP has an expansive view of the valley because it is located up on top of a hill. He imagines that it would be a pleasant place to live with very good air quality, less traffic noise and smoke or exhaust from the highway and trains. s.22 stated s.22 was of the opinion that it would be very quiet up there. s.22 noted that s.22 has knowledge that the subject MHP was previously operated as a seasonal campground, years ago.

Husky MHP

The subject MHP lots are larger, nicer, better situated, and out of the flood plain. The Husky MHP is located beside a creek, near motels, gas station, and is just off the highway. It has a view of the creek, mountains, and the highway. Their entrance is nice however, when you drive in you see that there are several levels and the buildings are closer together.

Pinewood MHP

The subject MHP has larger lots than this site. Pinewood is located in what the witness referred to as an industrial area near the mill, railway tracks, and motel buildings. s.22 has not been there in over two years so he could not say much other than this park was not impressive. s.22 noted that the air quality would be polluted at Pinewood due to the mill operating 24 hours per day seven days a week.

Swiss Village MHP

The Swiss Village is located directly behind a motel, has smaller lots, has some other lots that can only accommodate rubber tire traffic or RV sites; and are not as large as the lots provided at the subject MHP.

The Tenants were given the opportunity to question the Landlord's witness, during which, the witness advised the following:

- The road maintenance costs in his MHP (Kicking Horse) are very high due to the presence of frost heaving which does not occur in the subject MHP.
- All street lights in his MHP are repaired quickly because of a contract they have with hydro.

- The witness has a contract to provide snow plowing after every snow fall or when they see fit.
- The witness' MHP has a professional contractor who cuts, sweeps, and maintains the lawns and playground area and equipment. Their playground equipment is substantial and is surrounded by a chain link fence that was properly installed.

The Landlord provided the following oral testimony on January 10, 2013:

- s.22 has resided in the MHP s.22 and has been s.22 s.22
- The current owner purchased the MHP approximately five or six years ago.
- s.22 pad rent remained at $160.00 per month from the onset of s.22 tenancy until 2009 when s.22 agreed to have it raised to $230.00. There have been no other rent increases since 2009.
- The size of their lots were provided in their written submission and are on average 95 feet long and between 39 to 45 feet wide.
- s.22 believes the lots in the other MHPs are smaller than their park.
- s.22 submitted that the subject MHP has a contractor to do snow removal and they provide two large overhead garbage bins.
- s.22 confirmed that it is s.22 responsibility to care for and clean up around garbage bins which s.22 does to the best of s.22 ability.
- The subject MHP has four street lights. s.22 confirms that a tenant reported to s.22 around Christmas that one of the back street lights was not working and s.22 has requested that it get fixed.
- is responsible for cutting and maintaining the grass in the park, common areas and boulevard. s.22 gains assistance from s.22 in maintaining the property.
- The Landlord confirmed that s.22 travels two or three times a year for up to two weeks at a time. During s.22 travels s.22 arranges for other tenants to take over s.22 maintenance duties. s.22 has s.22 cell phone with s.22 and they can contact s.22 with concerns.
- s.22 states that the subject MHP paved the roads about two years ago. Prior to paving there were issues with dust and pot holes but those issues are now resolved. s.22 advised that the roads are maintained to the best of s.22 ability.
- The mailbox is approximately one block away because it was moved when the highway was under construction. s.22 has been in contact with Canada Post to have it moved back beside the MHP, however, they have not responded to s.22 requests as of yet.
- There is a well paved path that leads from the subject MHP down the hill and into town. s.22 thinks the path is maintained by the municipality.
- Their playground area is enclosed by a fence that has two openings, one on either side, which enable access for their equipment to cut the grass. The playground equipment was removed three years ago because it was old and dangerous and has not been replaced. s.22 stated s.22 was of the opinion that

the area is safe and s.22 cleans up the animal feces (dog, cat, wild big horn sheep) when s.22 can.

- The subject MHP has a campground to the right and a motel to the left. The campground is owned and operated by the owner of the subject MHP.
- There is a playground with play equipment in the campground which is accessible to the MHP residents. This playground is only 500 ft from where the MHP playground used to be.
- Their view is what s.22 would call a "million dollar view" as they have mountains on all sides; 95 % of the Tenants' lots have a view of the Kicking Horse Mountain Resort; and they over look the valley and river. The other parks do not have as nice a view.
- The subject MHP is located 2 miles up the hill from the town.
- The air quality in their park if very clean compared to the other MHPs because the mill and railway tracks are closer to the other MHPs. Also, there are numerous semi trucks that sit and idle during times when the highway is closed or when they stop at the truck stops.
- The subject MHP does not experience trucks idling or noise from the highway now that the construction to move the highway is completed.
- Their park has a very nice curb appeal because all of the Tenants keep up their yards.
- The Landlord stated that overall their park is the best, it is fresh, located on top of a hill, with great scenery. The closet comparison would be the Kicking Horse MHP.
- s.22 confirmed that if the additional rent increase is allowed s.22 rent would also increase.

The Tenants' representative provided the following evidence through questions to the Landlord and during their oral testimony on January 10, 2013:

- The Tenant pointed to the photos they provided into evidence and affirmed that they were taken on December 28, 2012. s.22 noted that they were evidence that the guest parking area, near the garbage bins, was not plowed, and had not been this entire winter season. s.22 noted that their winter season with snow fall usually starts around November 11th and leaves sometime in April.
- s.22 is the Tenant who covers the on-site manager duties when she is away.
- Their roads were paved but only single lane. The road was also paved at a higher grade than the lots which is now causing water egress problems for some of the lots.
- They dispute that 95% of the lots have a great view; rather, they are of the opinion that only 10 to 15% have the good view.
- They dispute the Landlord's statement that they do not have loud vehicle noises. In fact, the motel that is beside them has a snow mobile business. They rent snow mobiles which access trails all around their MHP. This business caters to

locals and tourists all winter long which creates loud noise and emissions from the snowmobiles.

- They argued that their air quality is not as good as the Landlord stated because they experience a temperature inversion which keeps the smoke and pollution in. In the summer they get daily campfire smoke from the camp ground and they too have to deal with the smoke from trains, and trucks idling on the highway, especially when the highway is closed down. That is because the service road leading to their park is where the trucks sit waiting for the highway to reopen.
- Their MHP has noise problems coming from the trucks which constantly use their jake brakes because of the hill and the heli pad which has flights three times a day which rattle their windows.
- They argue that they cannot be compared to Kicking Horse MHP because they do not have contractors doing the maintenance work. Their yard maintenance is sporadic if at all, maybe on average once per month. They do not see regular maintenance as it is dependent on s.22 is in town or when s.22 can come over. s.22 S22
- Their common area is not useable as there is no playground equipment nor is it maintained enough for regular use. Currently there is approximately 1 ½ feet of snow in the common play area.
- The Tenants noted that they had agreed to a rent increase in 2009 as per the offer letter issued by the Landlord and provided in their evidence. They argued that the road was not fixed with the use of their rent increase money, rather it was fixed by agreement between the highway department and the Landlord in relation to the construction of the new highway. Also, their playground was not repaired or maintained; rather, it was removed. Snow removal is irregular and not enough. The back street light has been burned out for over a year now and still not fixed.
- They pay their own hydro costs and they have never been told that they can use the campground's playground. They pay rent to have their own playground as provided for in their agreement of 2009.
- The Landlord does not have any extraordinary expenses.

The Tenant, s.22 and provided the following testimony on January 10, 2013:

- s.22 affirmed that there were no specific instructions left for s.22 during the Landlord's absence.
- s.22 was provided s.22 cell phone and instructed to call her if anything came up.
- s.22 did have a discussion with s.22 about snow removal, prior to s.22 leaving, and s.22 indicated to s.22 that s.22 prefers that it melt on its own.
- When the Landlord left this last time there was already 12 inches of snow on the ground. s.22 left no instructions about the snow removal so s.22 called and arranged it himself.
- s.22 has the contract for snow removal

The Landlord refuted the Tenants' submissions on January 10, 2013, as follows:

- s.22 denies saying that s.22 preferred to have the snow melt on its own and argued that s.22 called s.22 and requested snow removal as soon as s.22 knew it was needed.
- s.22 argued that two vehicles can fit on the road while acknowledging it was paved to be 1 ½ lanes wide.
- s.22 admitted that there is one lot that is having problems with water egress since the road was paved.

The Tenants argued that their subject MHP cannot be compared with other MHPs in the municipality for the following reasons:

Kicking Horse

This MHP is located in the township proper within walking distance (800 meters) of all amenities. The subject MHP is located at the top of a 7% grade hill 2 kilometers away from the township. Kicking Horse has roadside garbage and recycling while they do not have recycling at all and have to walk to the garbage bins which have never been maintained. They are also located on the river with a view of the ski hill.

All of the work at Kicking Horse is done by contractors as opposed to the onsite manager or s.22 . They have two playgrounds where the subject MHP has none.

They argued that the owner of Kicking Horse is not a reliable witness because he has S22

Husky MHP

This MHP would be more of a comparison to the subject MHP because it has a hill on three sides. The subject MHP cannot handle double wide homes either and their lots are similar size to the Husky MHP.
Their rent would be comparable to the subject MHP rents if they had been issued annual rent increases.

Pinewood and Swiss Village MHP

The Tenants argued that overall it is comparing apples to oranges. They pointed to their written submission which disputes the items being compared by the Landlord with Pinewood MHP and Swiss Village MHP. They also submitted information pertaining to the Golden MHP.

At this point the hearing time was about to expire and I informed the parties that we would have to adjourn the hearing and reconvene at a future date. Various hearing dates were reviewed and March 11, 2013 at 9:00 a.m. was offered as the date to reconvene. Neither party objected to this date or time. I informed the parties how the reconvened hearing would proceed with the Landlord's response / cross examination of the Tenants' submissions and closing remarks. Each party was advised that no additional documentary evidence would be accepted.

Reconvened Hearing March 11, 2013 at 9:00 a.m.

The Tenants were represented by their Tenant representative and eight tenant observers who appeared at the March 11, 2013 reconvened hearing. No one appeared on behalf of the Landlord despite the fact that this hearing was convened in response to the Landlord's application for an additional rent increase and despite the fact that the Landlord previously agreed to the date and time of the reconvened hearing.

Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing and was reconvened to an oral teleconference hearing to finish the submission of evidence and to provide closing remarks.

In the absence of the applicant Landlord, the telephone line remained open while the phone system was monitored for fifteen minutes and no one on behalf of the applicant Landlord called into the hearing during this time.

Rule 10.1 of the Rules of Procedure provides as follows:

> **10.1 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.

In this case the burden of proof of the market value rent lies with the Landlord who has to meet the high statutory requirement of proving that rent being charge for similar units in the same geographic area are significantly higher than the Tenant's rent. Section 37 of the *Policy Guideline* # 37 stipulates that:

- An application must be based on the projected rent after the allowable rent increase is added; and
- Additional rent increases under this section will be granted only in **exceptional circumstances**; and

- "Similar units" means rental sites of comparable size, (including view), and sense of community; and
- The "same geographic area" means the area located within a reasonable kilometer radius of the subject manufactured home park with similar physical and intrinsic characteristics. The radius size and extent in any direction will be dependent on particular attributes of the subject park, such as proximity to a prominent landscape feature (e.g., park, shopping mall, water body) or other representative point within an area.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

After careful consideration of foregoing, in the absence of documentary evidence to the contrary and in the absence of the Landlord at the reconvened hearing, I find the disputed verbal to be insufficient evidence to meet the high statutory requirement for an additional rent increase. Accordingly, I dismiss the Landlord's application, without leave to reapply.

Conclusion

I HEREBY DISMISS the Landlord's application, without leave to reapply. As a result, the Landlord is hereby restricted to implementing the annual allowable rent increase for the 2013 rental period, in accordance with the *Manufactured Home Park Tenancy Act*.

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: March 11, 2013

L. Bell, Arbitrator
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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FILE #793107

Fax the ☐ Applicant ☐ Respondent ☐ decision ☐ MN ☐ OP

Party: Click here to enter text.

Fax #: Click here to enter text.

The following party will PICK UP the decision at Choose an item.

I have told the party that the decision will be available by Click here to enter a date.

☐ There are multiple ☐ Applicants ☐ Respondents

Send all ☐ Applicants ☐ Respondents copies of the ☐ decision ☐ MN ☐ OP to the following who will distribute the documents:

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 793107

In the matter of the *Manufactured Home Park Tenancy Act,* SBC 2002, c. 77, as amended

Between

WHISPERING SPRUCE MANUFACTURED HOME PARK ,
Landlord(s),
Applicant(s) /Applicant ON REVIEW

And

s.22

s.22 **Tenant(s),**
Respondent(s) /Respondent ON REVIEW

Regarding a manufactured home site at: 1422 Golden View Road, Golden, BC

Date of Review Consideration Decision: April 02, 2013

Date of Original Decision: March 11, 2013

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes ARI

Basis for Review Consideration

Section 72(2) of the Manufactured Home Park Tenancy Act (Act) states that a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Applicant's Submission

The application for review consideration states the decision should be reviewed on the ground(s) that the applicant was unable to attend the original hearing due to circumstances that could not be anticipated and were beyond the applicant's control.

The lawyer for the applicant states that he believes he did not receive the second notice of dispute resolution hearing, and also states that his client informed him that he did not receive the second notice of dispute resolution hearing.

The lawyer for the applicant also states that he checked with the assistants in his office, and none of them recalls seeing a second notice of dispute resolution hearing.

Analysis

It is my finding that the applicant has not shown that they were unable to attend the original hearing because of circumstances that could not be anticipated or were beyond their control.

The applicant's lawyer states that he does not believe he received the second notice of hearing, and further states that his assistants do not recall seeing the second notice of hearing, however neither the lawyer nor his assistants definitively states that they did not received and second notice of hearing.

At the original hearing all parties were informed of the new date and time for the continuation of the hearing, and were informed that they would be receiving notices of hearing in the mail. Therefore, even if the applicants had not received the notice of hearing (and they have not stated definitively that they didn't), the applicants should have made inquiries prior to the hearing date.

Further, since the respondent/tenants received their second notice of dispute hearing, I find it most likely the copies were mailed to the applicants as well.

Conclusion

I dismiss the Application for Review Consideration. The original decision made on March 11, 2013 is confirmed.

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: April 02, 2013

J. Wakefield, Arbitrator
Residential Tenancy Branch

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 793270

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

s.22 **Landlord(s),**

Applicant(s)

And

s.22

s.22 **Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 942 Victoria Drive, Vancouver, BC

Date of Hearing: August 14, 2012, by conference call.

Date of Decision: August 14, 2012

Attending:

For the Landlord: s.22

For the Tenant: s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with an application by the landlord for a rent increase above the limit set by the Residential Tenancy Regulation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an additional rent increase beyond what is permitted by the Regulation?

Background and Evidence

This application involves four separate units. The unit numbers are: s.22 For the sake of clarity and brevity I will refer to the parties by their suite number from this point on in the decision. The landlord is seeking an increase of $175.00 per month, per unit. The rent for each of the subject units is $875.00 per month. The landlord is seeking an order that would allow him to raise the rent to $1050.00 per month, per unit.

The landlord made their application on the grounds that the rent for the subject units are significantly lower than the rent payable for other rental units similar to and in the same geographic area as the subject rental units.

Both parties submitted the following evidence; advertisements from craigslist, photographs, a market analysis based on their opinions and findings, and written submissions.

The landlord gave the following testimony; the apartment complex is approximately 60 years old, has six units, is a three level building with two units per floor, has one washer and one dryer that is coin operated, purchased the building in 1994, heat and hot water is included in the rent, feels the building is situated in a desirable area and thinks the rental increase should reflect that.

The tenant from s.22 gave the following testimony; has lived in the building since s.22 the building is old and dated, it's maintained only on a rudimentary basis, repairs are not done in a timely fashion, the landlord has not provided reasonable and similar examples of units at a higher rate, disputes the examples put forth by the landlord, feels the landlord has been negligent in their business for not issuing rent increases on a yearly basis and feels the landlord is trying to "catch up" in one attempt, feels it is unfair to impose a 20% increase at one time, would have been open to discussions about negotiating a higher than normal increase but the landlord never offered the opportunity, feels the 4.3% increase is appropriate as the subject building is not in the same class or category of the buildings submitted by the landlord as a comparable.

The tenant from s.22 gave the following testimony; has lived in the building since s.22 maintenance of the building is poor, the landlord only conducts repairs after the tenant makes several inquiries, the building has security issues, has had a portion of the kitchen upgraded after a fire, the tenant paid the $1000.00 deductible, feels that based on the poor maintenance schedule of the building that 4.3% rental increase is appropriate and "nothing beyond that".

The tenant from s.22 gave the following testimony; has lived in the building since s.22 "why give the increase and why so much?", feels the maintenance of the building is poor and the condition of it is deteriorating, repairs take a very long time to be conducted, the landlord did not engage in any discussions about the increase, the unit had very old and outdated appliances, at the tenant's urging was able to get new

appliances, paid for half the cost and made all the arrangements for purchasing and delivery, feels 4.3% increase is “more than enough”.

The tenant from s.22 gave the following testimony; has lived in the building since s.22 the standard of maintenance in the building is poor, the only upgrade he has had in his unit has been the hardwood floors were refinished, the tenant conducted all the work, did not charge the landlord for any labour, feels that 4.3% increase is “okay”.

Analysis

Residential Policy Guideline #37 addresses Rent Increases. As for the application which relies on the argument of “significantly lower rent”, this Guideline provides, in part, as follows:

The landlord has the burden and is responsible for proving that the rent for the rental unit is significantly lower than the current rent payable for similar units in the same geographic area. An additional rent increase under this provision can apply to a single unit, or many units in the building. If a landlord wishes to compare all the units in a building to rental units in the other building in the geographic area, he or she will need to provide some evidence not only of rents in the other buildings, but also evidence showing the state of rental units and amenities provided for in the tenancy agreements are comparable.

“Similar units” means rental units of comparable size, age, (of unit and building), construction, interior and exterior ambience (including view) and sense of community.

The “same geographic area” means the area located within a reasonable kilometre radius of the subject rent unit with similar physical and intrinsic characteristics.

The landlord was relying on three specific examples of similar units to support his position. Two of the locations were not anywhere near the subject property and the

other was a residential home, I do not accept these as “similar units”. In addition to those examples, the landlord submitted other advertisements for units that were for rental however the majority of examples the landlord submitted were of newer, larger, remodelled or renovated units. In the landlords own testimony s.22 acknowledged that s.22 has not conducted any substantial upgrades in the time that s.22 has owned the building. It’s also worth noting that the landlord has not imposed an increase on any of the tenants since they moved in. When asked by one of the tenant’s why s.22 had not done this his response was; “In hindsight I guess I should have done them, but I just didn’t.”

Conclusion

The landlord has failed to meet the burden of proving that s.22 is entitled to an order permitting an above the guideline rent increase and, accordingly, the landlord’s application is dismissed.

I therefore order any notice of a rent increase introduced by the landlord be limited to the amount provided in the Regulation; 4.3% as of today’s hearing, that 3 month notice of any such increase be provided on the proper form and in the manner prescribed in the Act, and that the effective date of the increase be not less than one year from the effective date of the last increase.

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

Dated: August 14, 2012.

J. CERALDI
Residential Tenancy Branch

Residential Tenancy Branch

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Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 795006

In the matter of the *Residential Tenancy Act,* SBC 2002, c. 78., as amended

Between

s.22 **(Landlord)**

Applicant(s)

And

s.22 **(Tenant)**

Respondent(s)

Regarding a rental unit at: s.22 40 Ridgemont Ave., Fernie, BC

Date of Hearing: July 12, 2012, Burnaby, BC, by conference call

Date of Decision: July 12, 2012

Attending:

For the Landlord:

s.22

For the Tenant:

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ARI

Introduction

This hearing dealt with an application by the landlord for an additional rent increase.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began s.22 with monthly rent of $695.00 and the tenant paid a security deposit of $347.50.

The landlord testified that the last rent increase for the rental unit in question was in 2005 and that the current rent on this unit is $630.00 which is well below the average rent for similar rental units in the area.

The landlord in their evidence had provided a typed list of rental units in the immediate vicinity that are similar in size and age. Two 3 bedroom/1200 sq. ft. rental units have a current rent of $900.00 per month. One 2 bedroom/800 sq ft rental unit has a current rent of $900.00 per month. One studio/400 sq ft rental unit has a rent of $500.00 per month plus utilities. The landlord stated that all of the comparison rental units were in buildings under the same strata, were built in the same year and all were similar in structure, layout and location. The landlord stated that the rental unit that they are seeking a rent increase on had the kitchen updated in 2007 and is a well kept unit. The landlord has been managing this property for approximately 7 years but did not comment on why the tenant had not had a rent increase since 2005.

The tenant stated that her rental unit has not been upgraded for years with exception of the kitchen and that it was the tenant who painted the rental unit and upgraded the light fixtures, not the landlord. The tenant also stated that the blinds in the rental unit are old

and broken and that some unites in s.22 building have a washer and dryer in the unit and some don't therefore the units are not all similar as the landlord claims. The tenant stated that s.22 has no issue with paying the allowed 4.3% increase as allowed by the *Act.*

With the base rent of $630.00 the current allowable rent increase is 4.3% or $27.09 which would increase the rent to $657.09. The landlord in this application is seeking a rent increase of 27% or $170.00 which would increase the rent to $800.00.

The landlord stated that a rent increase of approximately 19% or $120.00 was given to the tenant in February 2012 and the landlord stated that s.22 believed that the tenant had accepted the rent increase due to the tenant's texts and emails. The tenant challenged this testimony and stated that the additional rent increase form had been placed in the mail box by the landlord, s.22 did not receive it unit March 1, 2012 and s.22 had not accepted the rent increase.

Both parties were asked if they would consider reaching an agreement on a rent increase and both parties declined.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has not met the burden of proving that they have grounds for entitlement to an additional rent increase.

The landlord in this case stated that the comparisons were based on units located in the same strata but has not included any supporting documentation or information regarding amenities and services and facilities provided in each. Simply stating that *'the units were all built in the same year and are all similar in structure, layout and location'* does not establish the condition of the comparison rental units especially when the landlord refers to the tenant's unit as *'well kept'* but does not provide evidence of the condition of either the tenant's rental unit or the comparison rental units.

Residential Tenancy Policy Guideline **37 Additional Rent Increase under the Residential Tenancy Act** speaks in part to:

The Residential Tenancy Act allows a landlord to apply to a dispute resolution officer for approval of a rent increase in an amount that is greater than the basic Annual Rent Increase. The policy intent is to allow the landlord to apply for dispute resolution only in "extraordinary" situations. The Residential Tenancy Regulation4 sets out the limited grounds for such an application. A landlord may apply for an additional rent increase if one or more of the following apply:

(a) after the allowable Annual Rent Increase, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit;

Significantly lower rent

The landlord has the burden and is responsible for proving that the rent for the rental unit is significantly lower than the current rent payable for similar units in the same geographic area. An additional rent increase under this provision can apply to a single unit, or many units in a building. If a landlord wishes to compare all the units in a building to rental units in other buildings in the geographic area, he or she will need to provide evidence not only of rents in the other buildings, but also evidence showing that the state of the rental units and amenities provided for in the tenancy agreements are comparable.

The rent for the rental unit may be considered "significantly lower" when (i) the rent for the rental unit is considerably below the current rent payable for similar units in the same geographic area, or (ii) the difference between the rent for the rental unit and the current rent payable for similar units in the same geographic area is large when compared to the rent for the rental unit. In the former, $50 may not be considered a significantly lower rent for a unit renting at $600 and a comparative unit renting at $650. In the latter, $50 may be considered a significantly lower rent for a unit renting at $200 and a comparative unit renting at $250.

"Similar units" means rental units of comparable size, age (of unit and building), construction, interior and exterior ambiance (including view), and sense of community.

The "same geographic area" means the area located within a reasonable kilometer radius of the subject rental unit with similar physical and intrinsic characteristics. The radius size and extent in any direction will be dependant on particular attributes of the subject unit, such as proximity to a prominent landscape feature (e.g., park, shopping mall, water body) or other representative point within an area.

Additional rent increases under this section will be granted only in exceptional circumstances. It is not sufficient for a landlord to claim a rental unit(s) has a significantly lower rent that results from the landlord's recent success at renting out similar units in the residential property at a higher rate. However, if a landlord has kept the rent low in an individual one-bedroom apartment for a long term renter (i.e., over several years), an Additional Rent Increase could be used to bring the rent into line with other, similar one-bedroom apartments in the building. To determine whether the circumstances are exceptional, the dispute resolution officer will consider relevant circumstances of the tenancy, including the duration of the tenancy, the frequency and amount of rent increases given during the tenancy, and the length of time over which the significantly lower rent or rents was paid.

The landlord must clearly set out all the sources from which the rent information was gathered. In comparing rents, the landlord must include the Allowable Rent Increase and any additional separate charges for services or facilities (e.g.: parking, laundry) that are included in the rent of the comparable rental units in other properties. In attempting to prove that the rent for the rental unit is significantly lower than that for similar units in the same geographical area, it is not sufficient for the landlord to solely or primarily reference Canada Mortgage and Housing Corporation (CMHC) statistics on rents. Specific and detailed information, such as rents for all the comparable units in the residential property and similar residential properties in the immediate geographical area with similar amenities, should be part of the evidence provided by the landlord.

Accordingly the landlord's application is dismissed.

Conclusion

The landlord has failed to meet the burden of proving that they are entitled to an order permitting an above guideline rent increase and accordingly the landlord's application is dismissed.

I therefore order that any notice of a rent increase introduced by the landlord be limited to the amount provided in the Regulation (4.3%), that 3 month notice of any such increase be provided in the proper form, and that the effective date of the increase be not less than one year from the effective date of the last rent increase.

Until such time as the landlord serves the tenant with a rent increase on the approved form the monthly rent for this rental unit will remain $630.00.

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

Dated: July 12, 2012

T. A. Evans
Residential Tenancy Branch

Residential Tenancy Branch

RTB-136

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- How and when to enforce an order of possession:
  Fact Sheet RTB-103: Landlord: Enforcing an Order of Possession

- How and when to enforce a monetary order:
  Fact Sheet RTB-108: Enforcing a Monetary Order

- How and when to have a decision or order clarified or corrected:
  Fact Sheet RTB-111: Clarification or Correction of Orders and Decisions

- How and when to apply for the review of a decision:
  Fact Sheet RTB-100: Review of a Residential Tenancy Branch Decision **(Please Note: Legislated deadlines apply)**

If you would like to personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602
- Elsewhere in BC: 1-800-665-8779

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca