Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF, SS, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order; an order to reduce rent for services and facilities; and an order to serve documents or evidence in a different way than required.

The hearing was conducted via teleconference and was attended by the tenant and the landlord and his assistant.

At the outset of the hearing the tenant clarified that she did not require an order for alternate service methods and I amend her Application to exclude the matter of service.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for money owed or compensation for damage or loss; to a rent reduction for services and facilities agreed upon but not provided and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 21, 32, 60 and 65 of the *Manufactured Home Park Tenancy Act (Act).*

Background and Evidence

The parties agree the tenancy began in May 1998 as a month to month tenancy for a current monthly rent of $470.49 due on the 1st of each month. The tenant asserts the tenancy agreement and park rules allowed for additional off-site storage of cars; the landlords dispute this assertion.

The tenant has submitted into evidence a copy of a portion of the Park Rules signed by the tenant on March 31, 1998 that includes the following clauses related to vehicles:

1. Only licensed, roadworthy vehicles up to one (1) ton may be parked in your designated parking space. Unlicensed vehicles may not be parked on your lot. Parking is not permitted on park streets, fire lanes, or neighbour's lots.
2. Guest parking is available on a limited basis. For an extended visit – contact the Park office.
3. Major vehicle repair is not permitted in the park.
4. Recreational vehicles, boats, trailers, campers, etc. may be parked in the common area only with the Park's permission, and must be registered with the

office. A waiver form must be filled out and brought to the park office with proof of insurance (either full or storage insurance) the park is not liable for any damage. We request that you maintain the area around your vehicle and keep it free from debris, long grass, etc.

The tenant has also submitted into evidence a copy of the current Park Rules that read as follows in relation to vehicles:

1. Only licensed for road use vehicles, up to one (1) ton may be parked in your designated parking space. Unlicensed vehicles are not to be and may not be parked or stored on your rental lot. Parking is not permitted: on park streets, in fire lanes or on any neighbour's rental lot. Two (2) tenant owned vehicles only to be parked in/on your site driveway. Written permission is required for more than two motor vehicles. Parking/Storage insurance is not acceptable, unlicensed vehicles will be towed away if needed at tenant's expense.
2. Major vehicle repair is not permitted in the Park.

The tenant submits that when she entered into the tenancy agreement tenants were allowed to park cars in the common area referred to in point 4 of the original Park Rules with only the need for storage insurance. The tenant has provided copies of waivers for a truck with camper and tent trailer owned by her and her ex-spouse that were parked in the common area dated June 4, 1998.

The tenant provided a copy of a letter dated May 10, 2004 from the then office manager of the Park regarding "Parking of Travel Trailers, Cars & Campers". The letter goes on to say that "all vehicles must be removed from the section in the middle of the Park by May 31, 2004.

The tenant did not indicate if she still had the truck with camper and tent trailer in storage at that time however she states, in her written submission, that "I did not need offsite parking for my car until June 2010." The tenant testified that in July 2010 she received a letter from the landlord requiring her to license her car but that due to a broken leg she was unable to prepare for a dispute resolution process so she licensed the car.

The tenant seeks compensation for the costs of licensing the car for 6 months in the amount of $510.00 plus a rent reduction for the period of August 2010 to January 2011, the same period for which she was required to pay for licensing her car. The tenant clarified the amount of this reduction was $56.00 per month for 6 months based on local storage rates for cars, for a total of $336.00 not the $1,008.00 originally submitted in her Application.

The tenant also is claiming the costs for preparing for dispute resolution as follows: printer ink cartridges for $80.00; photo development for $10.83; a company search for $11.68 and registered mail costs of $91.82, as well as the filing fee for this Application.

The tenant submits that she received another letter from the Park manager in January 2012 advising her of the requirement to license her car or if she failed to do so that that landlord would have the car towed at the tenant's expense.

The landlord testified that out of concern that there may have been some issues based on the personal history between the tenant and the current Park manager they withdrew the notice of January 2012 until they had a chance to determine if there were any personal issues involved. Despite the landlord's letter of withdrawal the tenant filed an Application for Dispute Resolution and the landlord has taken no further action at this time.

The landlord testified that he is unsure why the tenant is raising this issue now as she had previously co-managed the Park at one time and had provided the same type of letters and requirements on other tenants in the Park.

Analysis

Section 21 of the *Act* requires a landlord who intends to terminate or restrict a service or facility to provide the tenant with 30 days' written notice, in the approved form, of the termination or restriction and to reduce the rent in an amount that is equivalent to reduction in the value of the agreement resulting from the termination of the service or facility.

In the case before me the tenant asserts the landlord has terminated her ability to park a car in a common area and with only storage insurance. From the original Park Rules submitted by the tenant, I find that those original rules allowed only for the storage of recreational vehicles, boats, trailers, and campers in the common area with either full or storage insurance – no requirement for licensing.

Despite the tenants assertion that the letter dated May 10, 2004 provides evidence there were cars parked in the common area, she has provided no evidence that cars were allowed to park in the common area or that they were allowed to do so without being licensed.

As such, I find the tenant has failed to provide sufficient evidence that either the tenancy agreement; the Park Rules; or the practice of the landlord at any time allowed for tenants to park cars in the common area without a license. Therefore, I find that tenant has failed to establish the landlord terminated or restricted the service or facility of parking a car without a license in the common area.

Further as per the original park rules submitted by the tenant I find that if a tenant had a car parked on her own site she was required to have the car licensed. I find that the current Park Rules submitted by the tenant reiterate the requirement for cars parked on the tenant's site to be licensed.

I therefore find the tenant has failed to establish the landlord has terminated or restricted a service or facility that was a part of her original tenancy agreement or park rules.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety without leave to reapply.

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

Dated: April 24, 2012.

Residential Tenancy Branch