



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, MNR, MNDC, OPT, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- a monetary order of \$300.00 for the cost of emergency repairs and compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 60;
- a determination regarding their dispute of an additional rent increase by the landlords pursuant to section 36;
- an Order of Possession of the rental unit pursuant to section 47; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. Landlord JL (the landlord) confirmed that he owns both of the numbered companies listed as respondents by the applicants. He confirmed that he owns both the manufactured home park and the manufactured home where the tenants reside. The landlord confirmed that he received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on July 3, 2012. I am satisfied that the tenants served their hearing package to the landlords in accordance with the *Act*. I am also satisfied that both parties served their written evidence package to one another in accordance with the *Act*.

### Issues(s) to be Decided

Does any portion of the tenants' application fall within the *Manufactured Home Park Tenancy Act*? If so, are the tenants entitled to a monetary award from any of those listed as respondents in their application? Are the tenants entitled to an Order of Possession? Are the tenants entitled to recover their filing fee for their application?

### Background and Evidence

The parties submitted considerable written evidence, some of which was relevant, much of which was not. While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the testimony

of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenants' claim and my findings around each are set out below.

The tenants entered into written evidence a copy of a Manufactured Home Site Tenancy Agreement (the Agreement) signed by the owner of the manufactured home park and the tenants on February 29, 2008. This Agreement for a one-year fixed term pad rental commenced on March 1, 2008. Monthly rent for this manufactured home park pad was set at \$325.00, payable in advance on the first of each month. In the absence of information in the Agreement to the contrary, I find that this Agreement continued after the expiration of the initial fixed term as a periodic tenancy.

The tenants also entered into written evidence a copy of the landlords' April 5, 2011 Notice of Rent Increase in which the landlord notified the tenants of his intention to increase their monthly rent from \$624.00 to \$638.25 as of August 1, 2011. At the hearing, the landlord confirmed that he had "blended" the monthly pad rental, mortgage payments pursuant to a rent to own contract entered into at the commencement of the Agreement, and a subsequent loan as part of the base figure of \$624.00 identified in the April 2011 Notice of Rent Increase. Although he was the owner of both the manufactured home park and the tenants' manufactured home, these were held by different numbered companies and involved separate agreements, only one of which was covered under the *Act*.

The parties also referred to a February 29, 2008 "Contract for a Rent to Own Mobile Home" signed by the landlord and the tenants, entered into written evidence. This contract established that the tenants were purchasing the manufactured home for a purchase price of \$12,000.00, established a set interest rate and amortization period, and also included provisions for an additional loan of up to \$8,000.00 to enable the tenants to renovate the manufactured home. The landlord also entered into written evidence a copy of a cancelled March 2, 2008 cheque for a \$5,000.00 loan to the tenants in accordance with the above-mentioned Contract.

The parties also discussed a July 11, 2012 letter from a lawyer representing the landlord. In that letter, the landlord's lawyer asserted that the *Residential Tenancy Act* "does not apply to a sales contract for a mobile home under a rent to own basis" and maintained that the Residential Tenancy Office (the Residential Tenancy Branch) "will certainly decline to become involved with this dispute." The lawyer encouraged the tenants to seek independent legal advice on this matter. He also advised that unless the tenants took action to satisfy their debt to the landlord(s) who were seeking payment of \$29,001.83, he would be taking action on behalf of the vendor (i.e., the landlords)

before the Supreme Court of British Columbia. At the hearing, the tenants confirmed that they had retained their own lawyer with respect to this matter and realized that the sum sought by the landlord(s) would need to be addressed through the Supreme Court of B.C.

At the hearing, the tenants confirmed that they have not incurred any direct costs and have not submitted receipts for electrical work that formed the basis for their claim for a \$300.00 monetary award. They said that the landlords' representative's actions with the electrical box that provided a power supply to their manufactured home had caused problems within their home. They said that the landlords' representative's frequent "flicking of switches" in this electrical box had led to an irregular power supply necessitating their use of an extension cord to provide service to all portions of their home.

### Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties represented at this hearing agreed to resolve the issues identified in the tenants' application under the following terms:

1. Both parties agreed that the last legal monthly rent established solely for the pad rental for this manufactured home is \$325.00, the amount identified in the original Manufactured Home Site Tenancy Agreement for this tenancy, signed on February 29, 2008.
2. Both parties agreed that the Notice of Rent Increase issued on April 5, 2011 is of no legal effect.
3. The landlord agreed to retain a licensed electrician who will inspect and if necessary repair the main power supply to the tenants' manufactured home by July 27, 2012 at 5:00 p.m., accompanied by the landlords' park manager.
4. The tenants agreed that they will not interfere with the inspection and work to be conducted by the landlords' licensed electrician.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the issues properly before the Residential Tenancy Branch as a result of the tenants' application under the *Manufactured Home Park Tenancy Act*.

Conclusion

In order to implement the above settlement reached between the parties, I order that:

- the correct current monthly pad rental pursuant to the *Act* remains at \$325.00; and
- the landlords take action to ensure that they retain a licensed electrician who, accompanied by the landlords' park manager, will inspect the tenants' manufactured home by 5:00 p.m. on July 27, 2012 and if necessary repair the main power supply to the tenants' manufactured home.

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

Dated: July 20, 2012

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Residential Tenancy Branch