



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BEAVER HARBOUR MOBILE HOME PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, OLC, AS, LRE, FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Manufactured Home Park Tenancy Act ("Act"). The tenant applied to dispute an additional rent increase, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, an order allowing the tenant to assign a tenancy agreement or sublet the manufactured home site as the landlord has unreasonably withheld permission to do so, an order suspending or setting conditions on the landlord's right to enter the manufactured home site, and for recovery of the filing fee paid for this application.

The tenant, his witnesses, the owner, and the landlord's agent were in attendance at the beginning of the hearing, and the witnesses were informed that they were excused from the hearing as they would not be allowed to participate until their testimony was needed. The witnesses provided their telephone numbers and then exited the conference. I note that by the end of the hearing, it was apparent that their testimony was not required.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to the requested orders against the landlord and to recovery of the filing fee paid for this application?

Background and Evidence

The evidence showed that the landlord took ownership of the mobile home park in April 2012.

The parties provided the following in support of and in response to the tenant's application.

Disputing an additional rent increase-

In support of his application, the tenant submitted that although he is receiving annual notices of a rent increase, his services are being reduced, specifically referring to snow removal and storage. The tenant submitted in his documentary evidence that the rent increase forms were not filled-in correctly. Into evidence, the tenant submitted copies of the rent increases.

In response, the landlord submitted no services to the tenant are being reduced. The landlord explained that when he bought the manufactured home park, the park was in a dilapidated state and that he has gone to great expense in improving the park. Specifically the landlord submitted that the tennis court had probably not been used in 20 years and that there was not a net on court. The landlord submitted further that he removed the tennis court and an old children's playground not being used and put in a proper storage facility for all tenants. Additionally, the landlord submitted further that he has proper equipment for snow removal and does provide snow removal when needed.

Requiring the landlord to comply with the Act, regulations, or tenancy agreement-

The tenant submitted that he does not want the landlord or his agent to deliver documents to him by attaching the documents to the door, as he is living temporarily away from the site due to renovations.

Allowing the tenant to assign a tenancy agreement or sublet the manufactured home site as the landlord has unreasonably withheld permission to do so-

The tenant confirmed that he had not sought the written consent of the landlord to assign his tenancy agreement or sublet his manufactured home site or was able to point to the written tenancy agreement allowing an assignment.

Suspending or setting conditions on the landlord's right to enter the manufactured home site-

The tenant submitted that he does not want the park manager to come around to manufactured home site and yell at him while delivering notices. The tenant confirmed that last time this happened was in June 2015.

The landlord submitted that the park manager overreacted one time, and that he has instructed both parties to communicate with each other in writing, to avoid conflict.

Analysis

Based upon the relevant oral and written evidence, the following findings are made.

Disputing an additional rent increase-

A landlord may impose an increase in the monthly rent as set out in section 36 of the Act. In this case, I have reviewed the notices of a rent increase and I find the tenant submitted insufficient evidence to support that the rent was increased in excess of the allowable amounts as provided for in the Manufactured Home Park Tenancy Regulation 32 and 33.

I therefore dismiss the tenant's request to cancel or set aside the landlord's notices of a rent increase.

Requiring the landlord to comply with the Act, regulations, or tenancy agreement-

Under section 81 of the Act, documents may be served on the other party by attaching them to the door or other conspicuous place. I therefore find that neither the landlord nor the landlord's agent has violated the Act when they served documents to the tenant by attaching them to the door. I therefore dismiss the tenant's request preventing the landlord from serving documents in this manner.

Allowing the tenant to assign a tenancy agreement or sublet the manufactured home site as the landlord has unreasonably withheld permission to do so-

Under section 28 of the Act, a tenant may request in writing that the landlord allow an assignment of his lease or sublet of his manufactured home site. Additionally the tenant may do so after having obtained an order from the director allowing the assignment or sublet or if the written tenancy agreement allows the assignment or sublet.

As the tenant has confirmed that he has not requested permission to assign the tenancy agreement or sublet the manufactured home site from the landlord, I find that the landlord has not unreasonably withheld permission. I therefore dismiss the tenant's request to allow him to assign his tenancy agreement or sublet the manufactured home site.

Suspending or setting conditions on the landlord's right to enter the manufactured home site-

Under section 63 of the Act, the landlord's right to enter the manufactured home site may be suspended or conditions on the landlord's right to enter the manufactured home

site may be set if there is evidence that the landlord has entered the site without proper notice set out in section 23.

I find the tenant has submitted insufficient evidence to show that the landlord or the landlord's agent has entered the manufactured home site without proper notice and I therefore dismiss this request of the tenant.

Due to the above, I dismiss the tenant's application in its entirety, without leave to reapply, including the tenant's request to recovery the filing fee paid for this application.

Conclusion

The tenant's application is dismissed, 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 *Manufactured Home Park Tenancy Act*.

Dated: September 13, 2015

Residential Tenancy Branch

