



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIMCHER INVESTMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNR, MNDC, FF

### Introduction

On September 7, 2017, the Tenant submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* ("the Act") seeking a monetary order for the cost of emergency repairs and compensation for damage or loss under the Act, Regulation or tenancy agreement.

The matter was scheduled as a conference call hearing. Both parties appeared at the hearing. The Tenant was assisted by an advocate. The hearing process was explained and the participants were asked if they had any questions. The parties testified that they exchanged the documentary evidence before me. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

In this decision I only describe the evidence relevant to the issues and findings in this matter.

### Preliminary and Procedural Matters

Section 2.5 of the Residential Tenancy Branch Rules of Procedure states an applicant must submit:

- *a detailed calculation of any monetary claim being made*

Section 52 of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

An Arbitrator may refuse to accept an application if the application does not comply with the requirement to provide the full particulars of the dispute.

The Tenant applied for a monetary order for the cost of emergency repairs and compensation for damage or loss under the Act, Regulation, or tenancy agreement. The Tenant is seeking

\$25,000.00. The Tenant provided a monetary order worksheet that simply indicates that the Tenant is seeking \$25,000.00. The Monetary order Worksheet does not provide any breakdown of items or provide detail of the monetary claim regarding emergency repairs or damage or loss.

The Tenant was informed that she had not provided sufficient detail so that the Landlord could prepare in advance of the hearing to respond to the Tenant's claims.

The Tenant clarified that her application is not about the money but primarily regarding a dispute she is having with a neighbouring Tenant regarding the replacement of an old damaged wood fence that runs between the units. The Tenant wants to install a chain link fence and her neighbour disagrees.

The Landlord testified that new fences in the park are required to be chain link, but Tenants are not required to replace existing wood fences.

I offered the parties an opportunity to settle the matter under section 63 of the Act; however, the dispute appears to be more of a tenant vs tenant issue rather than a Landlord and Tenant issue. A settlement agreement could not be reached.

### Conclusion

The Tenant failed to provide the full particulars to support her application for a monetary claim for a loss, or cost of emergency repairs, and her application did not include any other issues that could be considered.

The Tenant's application is dismissed with leave to reapply. If the Tenant reapplies, the Tenant is encouraged to familiarize herself with the rules of procedure regarding the requirement to provide full particulars and a detailed calculation of any monetary claim being made.

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 22, 2018

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Residential Tenancy Branch