



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 55;
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's two agents, "landlord AR" and "landlord GV," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 16 minutes from 11:00 a.m. to 11:16 a.m.

Landlord AR confirmed that she was the operations manager and landlord GV confirmed that he was the communications manager, both employed by the landlord company named in this application ("landlord"). Both landlord agents confirmed that they had permission to represent the landlord at this hearing. Landlord AR confirmed her name and spelling. Landlord GV confirmed his name and spelling. Landlord AR confirmed that the landlord owns the manufactured home park ("park") and she confirmed the manufactured home site ("site") address. Landlord AR provided an email address for me to send a copy of my decision to the landlord after this hearing.

The tenant confirmed her name and spelling and provided an email address for me to send a copy of my decision to her after this hearing.

Both parties agreed that the tenant owns her mobile home and rents the site from the landlord.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord’s two agents and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. Both parties had an opportunity to ask questions. I informed both parties that I could not provide legal advice to them. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package and the tenant confirmed receipt of the landlord’s evidence. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlord was duly served with the tenant’s application and the tenant was duly served with the landlord’s evidence.

Landlord AR confirmed that she received the tenant’s application late, on the date of this hearing, but she was prepared to proceed with this hearing.

Preliminary Issues – Dismissal of Tenant’s Application

In her online RTB application details, the tenant stated the following regarding her application for an order to comply. I have redacted the names of the landlord and replaced them with initials below, for confidentiality reasons, as required:

“I’m not sure this fits into the system, but I am a homeowner who rents a pad. I have a problem with the landlords, as they are interfering with my home and I don’t think they have jurisdiction over it. When I moved into the home, I put in a wood burning stove, as half of my home has no heat. The park owners [P] had no problem with this. The new owners [C] have put a clause into their agreement, that anyone I sell the home to, has to remove the woodburning stove. I feel this is”

The tenant stated that she did not know what to do or where to go regarding the above issue. She said that the landlord was interfering with her ability to sell her mobile home, which the landlord does not have jurisdiction to do. She explained that she should not be required to remove her woodburning stove from her mobile home before she sells it. She claimed that she wanted the RTB to do something about this or to tell her what to do or to tell her what body deals with this.

The tenant confirmed that she did not sign an agreement with the landlord, she was not selling her mobile home at this time, she did not sell her mobile home, and she did not remove her woodburning stove from her mobile home.

Pursuant to section 52(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. The tenant did not identify any sections of the *Act*, that I could make a decision about. I informed both parties that I cannot decide hypothetical or future events, that have not yet occurred. I notified both parties that I cannot engage in an academic exercise, when an event may or may not happen in the future.

I informed both parties that I could not provide legal advice on how parties should behave or conduct their tenancies, as the applicable RTB *Act*, *Regulation*, Policy Guidelines and *Rules of Procedure* provided this information. I notified both parties that the online RTB website, as well as the fact sheets, information sheets, and application information that they initially received with this application when it was filed, provided links and references to the above applicable laws, rules and guidelines.

I informed both parties that the RTB does not have jurisdiction to deal with the sale of a mobile home. I notified them that the RTB deals with manufactured home park tenancy matters between landlords and tenants, regarding tenancy issues only, under the *Act*. This is pursuant to sections 1 and 2 of the *Act*.

I informed the tenant that she could hire a lawyer to obtain legal advice and contact tenant resource advocacy centres for assistance, if she wants to do so. I informed her that I was required to make a decision about her application only, as I could not provide legal advice to any party. The tenant confirmed her understanding of same, stating that she would hire a lawyer.

I informed both parties that the tenant's entire application, including to recover the \$100.00 filing fee, was dismissed without leave to reapply. The tenant confirmed her understanding of same.

Conclusion

The tenant's entire 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: November 23, 2021

Residential Tenancy Branch