



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1240089 B.C. LTD. and 3 BBB
GROUP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC, FFT

Introduction

Pursuant to section 51 of the Manufactured Home Park Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- a monetary order in an amount equivalent to twelve times the monthly rent payable under the tenancy agreement, pursuant to section 44(2); and
- an authorization to recover the filing fee, under section 65.

Applicant KW (the tenant) and respondents 1240089 B.C. LTD (the numbered company), represented by JB, and 3BBB Group, represented by BB, attended the hearing. Tenant KW was assisted by advocate JK. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing all the parties were clearly informed of the Rules of Procedure, including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11, which prohibits the recording of a dispute resolution hearing. All the parties confirmed they understood the Rules of Procedure.

Per section 87(5) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

As all the parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with section 82 of the Act.

The tenant and respondent BB agreed the tenant rented a manufactured home and a site from 3BBB Group.

All the parties agreed that 3BBB Group sold the manufactured home to the numbered company in May 2022 and the completion was on June 30, 2022.

The notice of hearing states:

Act: MHPTA (Manufactured Home Park Tenancy Act)

01. I want compensation because the landlord ended the tenancy and has not complied with the Act or used the rental unit/site for the stated purpose

\$15,276.00

Applicant's dispute description

3BBB Group sold to JB and he verbally confirmed he had no intention of ending tenancy, this was an investment for him since he lives and will own unit 3 in the same trailer park. He emailed stating he no longer is renting the unit and I had to move, rent went from \$1002 to \$2100, I am on a limited income (I had a stroke and am on disability). I now owe Income Assistance \$2100 for the pet and security deposits and the \$13176 is the additional rent cost annually.

The application was submitted under the Act. The tenant and BB affirmed the parties understand the tenancy was under the Residential Tenancy Act (the RTA) and they did not object to the amendment of this application for an application under the RTA.

The tenancy agreement signed by the tenant and 3BBB's agent indicates the tenancy is under the RTA.

Section 4 of the Act states: "This Act does not apply with respect to any of the following: (a) a tenancy agreement under which a manufactured home site and a manufactured home are both rented to the same tenant."

Section 64(3)(c) of the RTA allows the amendment of an application under the RTA. Similarly, section 57(3)(c) of the Act allows the amendment of an application under the MHPTA. However, these sections allow the amendment of claims within each legislation, not the amendment of an application submitted under the MHPTA to proceed under the RTA.

Upon further and careful consideration, I find that I am not allowed to amend this application submitted under the Act for a claim under the RTA, as there is no section in the legislation that allows me to do so.

Furthermore, the requirements for applications under the RTA and MHPTA are different. I find that it is not procedurally fair to amend this application submitted under the Act to proceed under the RTA.

As such, I dismiss the application. As I am not considering the merits of this claim, I grant leave to reapply.

The tenant must bear the cost of the filing fee, as the tenant was not successful.

Conclusion

I dismiss the application with 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: May 12, 2023

Residential Tenancy Branch