



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, ERP, RP, O, (MNDC)

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Unpaid Rent dated August 13, 2009 as well as for an order that the Landlord make repairs or emergency repairs. The Tenant also sought a monetary order for compensation for damage or loss under the Act or tenancy agreement.

At the beginning of the hearing, the Parties confirmed that the Tenant had sold his manufactured home and was no longer living there. The Landlord confirmed that although August 2009 rent remained unpaid, he was not seeking an Order of Possession. Consequently, this part of the Tenant's application is dismissed.

At the beginning of the hearing the Tenant also confirmed that he was no longer seeking an order that the Landlord make repairs or that he be granted access through a specific part of the park to remove his mobile home. Consequently, that part of the Tenant's application is also dismissed.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for damages and if so, how much?

Background and Evidence

This tenancy started approximately 10 years ago. Pad rent is \$302.00 per month. The Tenant mailed the Landlord a letter dated June 30, 2009 advising him that he would be moving his trailer out of the Park as of July 31, 2009. On July 22, 2009, the Tenant sent the Landlord another letter advising him that he would be moving the manufactured home out of the Park on August 15, 2009. The Tenant also stated as follows:

“According to the movers they will need the following to be completed before they can remove the mobile, with no damages.

The complete fence of the next door neighbour must be removed. The large alder tree on the fence line needs to be cut down, and any other obstructions along the fence. The row of small trees planted in Peter's driveway need to be



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dug up. The shed at the end of his home needs to be moved and the railway tie retaining wall between #13 and #14 must be removed and levelled out.

It is under your duty as a landlord to take responsibility for the path to be clear. We have no relationship with our neighbours. We are not responsible for any loss or damages, if there are any obstructions in our way.”

The Tenant argued that the trailer had been moved into the Park by this route and according to two movers, could not be moved out of the Park by any other route. The Tenant claimed that the Landlord refused to accommodate his request that “obstructions” on other sites be removed temporarily to facilitate his move and that he was forced to list his mobile home for sale for \$69,000.00 which he believed was \$10,000.00 below market value. The Tenant also claimed that he was forced to sell the mobile home for \$55,000.00.

The Tenant said he had initially planned to move the mobile home onto property he had purchased so he would have somewhere to live until a house was built. The Tenant claimed that he removed all of the furnishings from the mobile home to prepare it for moving on August 15, 2009 and as a result, was forced to rent holiday accommodations with a kitchenette for \$125.00 per day until the mobile home could be moved. The Tenant said that he also incurred additional expenses for eating out of \$30.00 per day and additional travel expenses of \$20.00 per day. The Tenant argued that it would have cost the Landlord only \$500.00 to accommodate his move but because he failed to do so, he lost approximately \$20,000.00 due to having to sell his mobile home quickly and incurred additional living expenses.

The Landlord argued that he did not have a legal right to tell other tenants to remove things from their sites. The Landlord claimed that he approached the other tenants from whose sites the Tenant proposed to remove “obstructions,” however they objected to their sites being interfered with. The Landlord argued that the Tenant had no evidence that the cost of making these alterations would only be \$500.00. In any event, the Landlord claimed that the Tenant could have hired an 80 ton crane which would have lifted the mobile home over a fence and onto an adjacent trailer which could then have moved it out of the Park using the west road. The Landlord said the crane operator inspected the manufactured pad site and provided him with an estimate that stated it would cost \$280.00 per hour plus a 5% fuel surcharge and a \$40.00 Highway Overweight Permit. The Landlord also said that the crane operator advised him that the trailer could be removed in as little as 4 hours.

The Landlord argued that the Tenant did not have to sell his mobile home at a loss. The Landlord also disputed that the Tenant was living elsewhere until the trailer could be moved and noted that the hook ups were still in place.

The Tenant claimed that he subsequently contacted the crane operator who told him that the crane would only lift the mobile home one foot off the ground and deposit it on a truck for \$3,000.00 but that it would still have to be removed from the same route proposed by the Tenant.

Analysis

The Tenant argued that the Landlord had an obligation to provide him with a route to remove this mobile home and that the route he proposed was the most reasonable. However, there is no authority in the Act or a tenancy agreement for this proposition. In particular, there was no evidence that the Tenant needed to be accommodated because the Landlord failed to comply with any by-laws regarding the size of lots or width of roads, for example. Consequently, I find that there was no obligation on the Landlord to require the other tenants to remove obstructions from their sites at the Landlord's cost.

Furthermore, I find that there is insufficient evidence that the route proposed by the Tenant was the most reasonable route. In particular, there was no evidence to support the Tenant's allegation that fences, trees, and other items could be removed and replaced for only \$500.00. A statement of one of the neighbouring tenants, for example, indicated that she would have to be present when the fence was removed from her site and that she would be seeking a loss of employment income for having to do so.

I find that it was a reasonable alternative for the Tenant to have his mobile home lifted onto a moving truck by a crane and moved out of the park on the west road. I do not give much weight to the Tenant's evidence that the crane operator told him the 80 ton crane would only be able to lift the mobile home one foot off of the ground. Firstly, there was no evidence to corroborate that allegation. Secondly, I take judicial notice that a crane of that size would be capable of lifting a considerable weight such as a mobile home to a far greater height than one foot. I find it more likely that the Tenant refused to consider that option because he did not want to incur additional amounts to move the trailer even though the cost of doing so would have been significantly cheaper than the \$20,000.00 loss the Tenant claims he incurred by selling the trailer quickly.

As a result, I find that the Tenant was not prevented from moving his mobile home out of the Park due to a breach of the Act or tenancy agreement by the Landlord and is not entitled to be compensated for a loss of value of the mobile home or other expenses.



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Conclusion

The Tenant's application is dismissed. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 02, 2009.

Dispute Resolution Officer