

## DECISION

Dispute Codes      OLC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for an order to have the landlord comply with the Act, regulation or tenancy agreement.

The hearing was conducted via teleconference and was attended by the tenant and the landlord

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order to have the landlord comply with the Act, regulation or tenancy agreement, pursuant to Sections 1, 12, 13, 14, 32, 55, and 81 of the *Manufactured Home Park Tenancy Act (Act)* and Sections 29 and 30 of the Manufactured Home Park Tenancy Regulation.

### Background and Evidence

The tenancy began in October 2005 as a month to month tenancy for a current monthly rental amount of \$340.00 due on the 1<sup>st</sup> of the month.

The tenant has submitted the following documents into evidence:

- A copy of a notice to all residents dated January 27, 2010 citing that due to changes in the Residential Tenancy Act it is necessary to redo all the tenancy agreements and setting up a schedule for all tenants to come and fill out the forms;
- A copy of the Park Rules as amended at December 2009, including both terms related to governing the operation of the manufactured home park and specific terms relating to tenancies such as payment of rent and number of allowable pets;
- A copy of an incomplete and unsigned tenancy agreement, including an addendum entitled Annual Declaration for home insurance;
- 2 photographs of a park notice board, one dated March 16, 2010 and the second dated April 29, 2010;
- Copies of three additional notices from the notice board;
- A copy of a letter dated March 18, 2010 from this tenant and another party regarding the park manager's requirement that all tenants must sign new tenancy agreements; and
- A copy of an addendum to park rules dated March 10, 2010 adding additional rules for pets and safety and security.

The tenant testified she felt that the landlord's agent was breaching Section 81 of the *Act* by posting notices on the park bulletin board. The landlord's agent testified that general

notices are posted on the board but that notices that would have any consequence to a tenancy agreement would be delivered in accordance with the *Act*.

The tenant testified that they had signed a tenancy agreement with the previous park manager in October 2005 and that they had never received a copy of the tenancy agreement.

The landlord's agent testified that the previous park manager did not complete any tenancy agreements for any of the tenants but relied on their application for tenancy as the agreement and they are trying to correct this by having tenants now sign tenancy agreements.

The agent testified that he held a meeting for all park residents to outline the issues and process and that for those tenants who did not attend he followed up personally. He further stated that each tenant was provided with a copy of the unchanged park rules and an incomplete tenancy agreement with the intention of meeting with each tenant to complete the agreement together.

The agent confirmed that should the tenant and the landlord fail to agree on the terms in the tenancy agreement there will be no repercussions to the tenants or the tenancy and that the parties will need to rely on the existing verbal agreement and the *Act*.

The tenant was particularly concerned about a park rule that required tenants to provide information regarding their home and liability insurance to the landlord on an annual basis. The landlord testified that this is not a requirement but intended to be a safeguard for the tenant should they lose this information as a result of a fire or other event in their home.

### Analysis

Section 81 of the *Act* states that all documents that are required or permitted under this Act to be given to or served on a person must be given or served in one of a number of ways and the section further outlines 10 ways to serve these notices.

These documents include such items as a Notice to End Tenancy (10 Day, 1 Month or 2 Month notices); a notice of a rent increase; changes to park rules (2 weeks in advance of the effective date of the change) but it does not include such items as meeting notices; notices that there may be bears in the area; or upcoming events.

More specifically, documents, under the *Act*, which have a direct impact on the tenancy itself and may or may not be subject to an Application for Dispute Resolution or have a specific time frame requirement such as a 3 month notice for rent increase, are required to be served in accordance with Section 81.

The landlord's agent has agreed to meet with the tenants to discuss any other specific options for notices not covered under the *Act* that would be mutually acceptable.

Section 13 of the *Act* requires the landlord to prepare in writing every tenancy agreement entered into on or after January 1, 2004 within 21 days after the landlord and tenant enter into a tenancy agreement.

I am satisfied that landlord is attempting to correct non-compliance with Section 13 from the previous park manager by completing tenancy agreements for all tenants. However, I caution the landlord that these tenancy agreements must reflect the existing agreements as understood by the parties and is not an opportunity to change any terms of the tenancy.

The tenant and the landlord agreed in the hearing to meet for the purposes of completing a tenancy agreement and I accept the agent's assurance that there will be no repercussions to the tenancy should the parties fail to sign an agreement.

In relation to the concern the tenant has for the specific park rule requiring tenants to provide home and liability insurance confirmation, I am satisfied this an optional submission and not a material term of the tenancy.

And finally, in relation to the park rules submitted, I advised the landlord to review the rules to ensure they are compliant with the *Act* and Regulations. Specifically, the landlord should ensure that clauses that rightly belong in tenancy agreements are in the agreements and not just a park rule.

### Conclusion

As the parties have agreed to meet to discuss the signing of the tenancy agreement and the issue of posting non-required notices, I dismiss the tenant's application 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: May 12, 2010.

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Dispute Resolution Officer