



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OLC, O

### Introduction

This hearing dealt with an application by the tenants to order the landlord to comply with the Act and other. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

### Background and Evidence

The tenants purchased their mobile home and out buildings which consist of a carport and shed on March 12, 2010. The tenants have submitted evidence that the out buildings have been on the site since 1990.

The tenants testified that the landlord has served them notice to remove the carport and shed which encroach on the neighbouring site in order to bring another mobile home on to the property. The tenants contend that there are no legally recognized interior lots lines and that the interior lots lines were cancelled in 1990. The tenants stated that the carport and shed were in place as part of the tenancy prior to this landlord taking ownership of the park which was in 2004.

The tenants stated that to now demand removal of the carport and shed would both change the existing tenancy agreement and devalue their property by \$15,000 to \$20,000. The tenants also noted that their mobile home backs on to the river and there is not enough room beside them for an additional mobile home. The tenants stated that there is no written tenancy agreement in place and that the landlord has not complied with section 12 (1) (b) of the Manufactured Home Park Tenancy Regulation: *the boundaries of the manufactured home site measured from a fixed point of reference.*

The landlord testified that they have not told the tenants to remove the carport and shed but to relocate them on to their property. The landlord does not know what the tenants refer to as the 'lot lines that have been cancelled' but will verify this information with the

local Planning Department. The landlord stated that all of the mobile homes have carports and sheds along one side however this property has utilized the property on both sides. The landlord did acknowledge in this hearing that the outbuildings on the tenant's site were placed on the property by the prior owner and before her ownership of the park.

The landlord testified that when she bought the mobile home park in 2004 she was not provided with copies of any tenancy agreements. The landlord stated that there are park rules in place and she and the tenants will make arrangements for the tenants to get a copy.

The tenants stated that in 1990 the zoning regulations were changed and per the local Planning Department, the landlord is not entitled to bring another mobile home on to the site as one has never existed on lot 10. The landlord responded that the park currently has 14 mobile homes on site and the property allows for 16.

The tenants in this application are seeking an order for the landlord to comply with the Act and:

1. Have the landlord's notice dismissed.
2. Bar the landlord from issuing any further notices regarding this matter.
3. Reimbursement of filing fees, mailing costs, copying costs, surveyor fees and attorney fees.

### Analysis

Based on the documentary evidence and testimony of the parties I find that the tenants have met the burden of proving that the landlord has not complied with section 12 (1) (b) of the Manufactured Home Park Tenancy Regulation: *the boundaries of the manufactured home site measured from a fixed point of reference*. Neither party has provided a copy of a tenancy agreement and both parties acknowledge that there is currently no written tenancy agreement in place. The landlord has not provided evidence that proves beyond a reasonable doubt that the tenant's outbuildings are encroaching on the adjacent lot.

The landlord will not be ordered by this office to enter into a written tenancy agreement however the landlord does need to understand that even in the absence of a written tenancy agreement, all the rules and regulations of the Manufactured Home Park Tenancy Act and Regulation apply. The landlord will not be ordered to not issue the tenants notice in the future should the need for a notice arise.

The landlord's notice dated May 1, 2011 is not on in the approved form, is invalid and therefore is set aside with the result that the tenancy continues uninterrupted.

The tenants at this time do not have to move or remove any of their out buildings.

While not a part of the tenant's application, the tenants have requested recovery of their mailing costs, copying costs, surveyor fee, attorney fee and photographs and this request has been denied.

As the tenants have been successful in their application the tenants are entitled to recovery of the \$50.00 filing fee.

### Conclusion

The landlord's notice dated May 1, 2011 is set aside with the result that the tenancy continues uninterrupted.

The tenants at this time do not have to move or remove any of their out buildings.

The tenants may one-time, deduct \$50.00 from rent due for recovery of the filing fee.

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: June 7, 2011.

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Residential Tenancy Branch