



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking an Order to cancel a One-Month Notice to End Tenancy for Cause dated May 5, 2012.

Preliminary Matters

The tenant made this application to dispute the One-Month Notice to End Tenancy for Cause, which indicated that the tenant had breached a material term of the tenancy agreement and failed to correct the situation issued under the Manufactured Home Park Tenancy Act.

However, based on testimony from the parties and the evidence submitted, it was established that the tenant making the application had already ended his tenancy and sold his manufactured home to a relative.

According to the testimony, the tenant making the application had first sold the unit and then intended to assign the original pad agreement to the new owner who had purchased the manufactured home.

Instead of following section 44 of the Act by submitting a formal written request for assignment or sublet on the approved form to the landlord before selling the unit, the tenant first made the sale and then tried to have his pad agreement reassigned.

The tenant had relied on the landlord to provide the appropriate documents, and the tenant was given a form called, "MANUFACTURED HOME SITE TENANCY AGREEMENT" to be completed by the purchaser of the tenant's home.

This action had the effect of creating a brand new tenancy, instead of transferring or assigning the original pad agreement to the new owner on the same terms as existing terms from 1996, when the original tenant negotiated the agreement. Unfortunately, while discussing the terms of the newly formed tenancy, the parties had a difference of opinion with respect to what rights and responsibilities would be contained in the new agreement. The original tenant in conjunction with the new owner/purchaser were in a

dispute with the landlord about several issues, the main one being whether or not the new owner's large-breed dog would be permitted. Before agreeing to a new tenancy with the purchaser, the landlord insisted that the following terms must be included:

- No large breed dogs were permitted
- An electrical inspection be conducted and report given to the landlord
- A home inspection be conducted and report given to the landlord
- Proof of insurance be provided to the landlord

Analysis

A mediated discussion ensued and the applicant tenant accepted that he no longer fit the definition of tenant under the Act and had no status with respect to rental of the pad in question. In fact, this applicant is a "former tenant" only. The landlord acknowledged that the new tenancy relationship would now be between the landlord and the new purchaser. It follows that this relationship would be official only once all of the tenancy terms were negotiated between the landlord and the new owner of the manufactured home on the site and would take effect once they both agreed with the terms and signed the new tenancy agreement.

Although the former tenant's original manufactured home was still situated on the site where it was placed in 1996, it was now owned by the former tenant's relative, to whom it was sold. All parties are now aware that these factors did not automatically grant the purchaser a right to "take over" the former tenant's pad agreement. A transfer of the pad could only be accomplished through an official assignment or sublet approval. In this case, the parties had never followed through with any proper "Request for consent to assign or sublet" because they failed to comply with the formal process as specifically outlined in the Act.

Having lost that opportunity, I find that the only option now is for the new owner and landlord to possibly enter into a new tenancy/pad rental agreement between them. Should the landlord and new owner fail to establish mutually agreeable new terms and sign a new agreement binding both of them, then the new owner of the manufactured home will have to vacate the site and remove the manufactured home.

Conclusion

Based on evidence and testimony I hereby order that the One-Month Notice to End Tenancy for Cause dated May 5, 2012 is hereby cancelled and of no force nor effect because it was issued to a former tenant who no longer has any status or rights under

the Manufactured Home Park Tenancy Act as a tenant and who is not currently a valid legal party to any pad agreement with this landlord.

The landlord and the new owner of the manufactured home are at liberty to establish their own pad agreement and negotiate mutually agreeable terms that comply with the Act.

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 05, 2012.

Residential Tenancy Branch