



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, OLC, RP, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee.

The tenant and the owner / landlord (the "landlord") participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") on the manager / landlord (the "manager") the manager did not appear. Evidence submitted by the tenant includes the Canada Post tracking numbers for the package sent by registered mail to the landlord, as well as the Canada Post tracking numbers for the package sent by registered mail to the manager. During the hearing the landlord testified that the manager has recently been terminated.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

While the parties agree that there is a written tenancy agreement, a copy of this agreement is not in evidence. There is no dispute that the tenancy began on May 1, 2009, and that monthly pad rent is currently \$389.00. No security deposit was collected.

In summary, it appears that there were mutual feelings of animosity between the former manager and the tenant. For his part, the landlord takes the position that he himself is an "absentee landlord" and that many of the tenant's concerns are likely more well known to the former manager. However, as recently as September 9, 2012 the tenant

and the landlord had an extended conversation about some of the tenant's concerns. The landlord testified that he is still currently advertising for a new manager.

The tenant's miscellaneous concerns include, but are not limited to, allegations that the landlord does not adequately maintain the park; that the landlord does not uniformly and consistently require residents of manufactured homes in the park to properly maintain their units / sites; that park rules and regulations are not uniformly and consistently enforced; that the landlord and / or the manager have made false and defamatory statements about the tenant in comments made to other residents in the park; that personal and confidential information concerning the tenant has been shared with other residents in the park; that the operation of a truck owned by another resident in the park breaches the tenant's right to quiet enjoyment; that the tenant has not been given a copy of his tenancy agreement; and that the tenant has not received a list of the names / addresses of other residents in the park after requesting same and making a \$10.00 payment to the landlord.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, the various aspects of the tenant's application and my findings around each are set out below.

\$21.37 + \$28.88: cost of registered mail x 2. Section 65 of the Act addresses **Director's orders: fees and monetary orders.** With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, these aspects of the application are hereby dismissed.

\$69.89: cost of developing photos. For reasons identical to those set out immediately above, this aspect of the application is hereby dismissed.

\$121.00: reimbursement of rent increase for the period from May 1, 2010 to April 1, 2011, and

\$96.00: reimbursement of rent increase for the period from May 1, 2011 to April 1, 2012, and

\$70.00: reimbursement of rent increase for the period from April 1, 2012 to September 1, 2012.

The tenant does not dispute that all rent increases introduced during the term of his tenancy were introduced with proper notice and did not exceed the amount of annual increase permitted by the Regulation. Rather, in addition to other matters referred to below, generally the tenant objects that the landlord has not undertaken to properly maintain the manufactured home park or complete necessary repairs in a timely manner. I consider that this aspect of the tenant's application falls within the portion of the application which is set out immediately below. Following from all the foregoing, this particular aspect of the application is hereby dismissed.

\$4,350.00: compensation on the basis of the tenant's calculation of \$150.00 per month for the period May 1, 2010 to September 1, 2012.

I find that this aspect of the application broadly concerns an alleged breach of the right to quiet enjoyment, and an application for a reduction in rent for repairs, services or facilities agreed upon but not provided. In this regard the parties are referred to the following sections of the Act:

Section 22: Protection of tenant's right to quiet enjoyment

Section 26: Landlord and tenant obligations to repair and maintain

In summary, I find there is insufficient evidence before me to support the tenant's application for compensation arising from the above. While numerous of the tenant's concerns may have been directed to the former manager, I find there is a scarcity of evidence showing that specific concerns were forwarded in writing to either the landlord or the manager with a request for response.

One exception to the above is a letter from the tenant to the manager dated October 13, 2009, which concerns the operation of 3 different trucks in the park. There does not appear to be any documentary evidence of related follow up by the tenant until his letter of June 8, 2012 to the landlord, in which he sets out his concerns about the operation of a particular truck, as well as concerns about the size and number of vehicles which are permitted to be parked and / or stored by residents on each site.

Arising from the tenant's letter to the landlord dated June 8, 2012, as above, **I hereby ORDER the landlord to respond to the tenant in writing by no later than September 21, 2012.**

Going forward, the tenant has the option of addressing specific concerns to the attention of the landlord in writing, including a request for written response. Such concerns may include alleged breaches of the right to quiet enjoyment, and / or particular concerns arising from the tenant's view which is that certain maintenance and repairs are required within the park, and / or concerns that certain park rules and regulations are not being enforced within the park.

As to the tenant's concern that the landlord has failed to provide him with a list of the names and addresses of other residents in the park, section 15 of the Regulation speaks to **Notice**, and provides as follows:

15(1) A tenant or a member of a park committee may request that a landlord supply a list of the names and addresses of tenants if the request is for the purpose of giving a notice under this part.

(2) The landlord may charge a maximum of \$10.00 for the list of tenants.

(3) The landlord must supply the list within 2 weeks of receiving the request.

It appears that the tenant's written request was directed to the landlord by letter dated June 18, 2012. Accordingly, **I hereby ORDER the landlord to provide the requested list by not later than September 21, 2012 or, in the alternative, provide the tenant with a written response as to the reason(s) why the list will not be provided.**

In regard to the tenant's concern that he has not been provided with a copy of his tenancy agreement, section 13 of the Act speaks to **Requirements for tenancy agreements**, and provides in part:

13(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

Pursuant to section 13 of the Act, **I hereby ORDER the landlord to provide the tenant with a copy of the tenancy agreement by not later than September 21, 2012.**

\$50.00: filing fee. As the tenant has achieved a measure of success with his application, I find that he has established entitlement to recovery of the filing fee. Accordingly, **I hereby ORDER that the tenant may withhold \$50.00 from the next regular payment of monthly rent.**

Conclusion

Certain aspects of the tenant's application are hereby dismissed, as set out above.

The landlord is hereby ORDERED to comply with all ORDERS set out above.

The tenant is authorized to withhold \$50.00 from the next regular payment of monthly rent in order to recover the filing fee for this application.

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: September 11, 2012.

Residential Tenancy Branch