



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

For the tenants: O
For the landlord: OPB FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Manufactured Home Park Tenancy Act* (the “Act”).

The tenants applied for “other”, by requesting permission to allow two other people to be permitted to live with them on a permanent basis in the manufactured home on the rental site.

The landlord applied for an order of possession for the tenants breaching an agreement with the landlord.

The tenants and an agent for the landlord (the “agent”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties confirmed receiving the evidence from the other party and that they had a chance to review the evidence prior to the hearing.

Issues to be Decided

- Is the landlord entitled to an order of possession under the *Act*?
- Are the tenants entitled to an order under the *Act*?

Background and Evidence

A month to month tenancy agreement began on May 15, 2007. Originally, site rent in the amount of \$275.00 was due on the first of the month, and has been increased over the course of the tenancy to the present amount of \$332.00 per month which is due on the first day of each month.

The agent confirmed during the hearing that the tenants have not been served with a Notice to End Tenancy under the *Act*. As a result, the tenants were not disputing a notice as a notice has not been issued to them under the *Act*.

The tenants stated that they were seeking authorization to have two other people reside with them as they were in need of assistance. The female tenant testified under oath that due to her physical challenges, she requires assistance with her medications, going to the bathroom, assistance with meal preparation and also enjoys the company of her friends, who also act as “de facto” caregivers for the tenants.

Both parties agreed that the park rules were given at the start of the tenancy, but neither party submitted the park rules with their application.

Analysis

Based on the documentary evidence, oral testimony and on the balance of probabilities, I find the following.

As the landlord failed to issue a Notice under the *Act*, the landlord is not entitled to an order of possession under the *Act*. Therefore, the landlord’s application is **dismissed in full**. The landlord must issue a Notice under the *Act* before seeking an order of possession for breach of an agreement. For example, a 1 Month Notice under section 40 of the *Act* must be served on the tenants if the landlord is alleging that the tenants breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenants failed to submit a copy of the park rules with their application. By failing to submit the park rules in evidence, the tenants have provided insufficient evidence in

support of their application. Therefore, **I dismiss** the tenants' application in full **due to insufficient evidence**.

As the landlord's application did not have merit, **I do not grant** the landlord the recovery of the filing fee.

Conclusion

I dismiss the landlord's application in full, without leave to reapply.

I dismiss the tenants' application in full, without leave to reapply.

For the benefit of both parties, I am including a copy of *A Guide for Manufactured Home Park Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 06, 2013

Residential Tenancy Branch