



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNDC FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Manufactured Home Park Tenancy Act* for Orders as follows:

1. A Monetary Order for unpaid rent (parking fees for additional vehicle) - Section 60
2. A Monetary Order for loss (late fees)– Section 60
3. An order to recover the filing fee pursuant to Section 65.

Both parties attended the hearing and were given opportunity to provide testimony, to present evidence, and to make submissions.

Issues to be Decided:

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The relevant undisputed testimony of both parties in this matter is as follows. The monthly payable rent in this tenancy is due on the first day of each month. In January 2013 the landlord gave the tenant a letter stating that effective February 01, 2013 the tenant pay an additional \$50.00 for parking an additional vehicle on their site. The parties agree the tenancy agreement provides that the payable monthly rent includes parking for a maximum of 2 vehicles and that written permission is required for more than 2. During the hearing it became apparent that the landlord is permitting the presence or parking of an additional 3rd. vehicle – the tenant's 5th wheel trailer. That is, the landlord does not dispute the trailer can stay on the tenant's site. However, the landlord is now charging the tenant \$50.00 per month parking / storage fee for the 3rd vehicle on the tenant's site, and seeks to be compensated for the unpaid parking fee from February 1, 2013. The landlord also seeks for the tenant to pay an administrative monthly late fee which they claim is prescribed in the tenancy agreement – of \$20.00 per month. The landlord provided a copy of the tenancy agreement respecting this tenancy.

Analysis

I find, effectively, the landlord is charging the tenant an additional fee for parking a

3rd vehicle on the tenant's site, which under the tenancy agreement may only contain 2 vehicles for the agreed monthly payable rent. Despite any definition of 'vehicle', I accept the 5th wheel trailer occupies the same footprint as a standard vehicle and therefore the landlord is entitled to treat it as a 3rd vehicle. I find the Manufactured Home Park Tenancy Regulations permit the landlord to charge the tenant an additional fee for that which is not included in the tenancy agreement. As a result, I find the landlord is entitled to charge a parking fee for the tenant's 3rd vehicle, which in this case is stated to be \$50 a month. As the evidence is that the 3rd vehicle has been on the tenant's site since February 01, 2013 I find the landlord is owed \$50.00 from February 01, 2013 to the current month, in the sum of **\$200.00**.

I find that this additional fee of \$50.00 per month was not contemplated within the parameters of the original tenancy agreement, which provides for an administrative fee for late payments of only *rent*. Therefore, I find the landlord is not entitled to an administrative late fee under the tenancy agreement – and **I dismiss** this portion of the landlord's claim. The landlord may only charge an administrative late fee for late payments of *rent*.

The landlord is entitled to charge the tenant \$50.00 for each month the tenant has a 3rd vehicle on their site. As a result, it must be noted that the landlord may not charge the tenant the additional \$50.00 per month in a month the 3rd vehicle is not on the tenant's site.

As the landlord was successful in their application they are entitled to recover their filing fee in the amount of \$50.00, for a sum award of **\$250.00**.

Conclusion

I grant the landlord an Order under Section 60 of the Act for the amount of **\$250.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: May 08, 2013