



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** OLC & RPP

### **Introduction**

This Dispute Resolution hearing was convened to deal with an application by the tenant seeking to force the landlord to comply with the Act by issuing payment receipts for rent paid in cash and for the return of property belonging to the tenant.

### **Issues to be Decided**

Should the landlord be ordered to comply with the Act in regard to providing rent receipts and returning the tenant's property?

### **Background and Evidence**

The tenant testified that this tenancy originally began in 2005. Current rent is \$298.61 per month.

Submitted into evidence was a copy of a receipt for the tenant's purchase of an apple tree costing \$31.49 and a second apple tree costing \$35.99.

The tenant testified that the landlord has refused to give the tenant receipts for in cash payments made for rent in the amount of \$286.93, on three different occasions occurring in February 2013, March 2013 and April 2013. The tenant is seeking an order to compel the landlord to issue receipts for each of those payments and for any cash payments made in the future.

With respect to the wrongfully confiscated property claim, the tenant testified that the landlord had accessed the pad site claiming that there were rats and removed the tenant's property including two apple trees that were in pots on the site.

The tenant is seeking an order to force the landlord to return the apple trees and their containers, failing which the tenant expects the landlord to purchase and supply 2 separate species of replacement apple trees valued at approximately \$75.00, planted in appropriate containers and placed back on the property as they were in the past.

## **Analysis**

### **Receipts for Rent**

Section 20 (1) of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, and section 20(2) of the Act states that a landlord must provide a tenant with a receipt for rent paid in cash.

Accordingly I find that the landlord was required under the Act to issue the tenant a receipt for cash rental payments made by the tenant in February 2013, March 2013 and April 2013.

### **Return Tenant's Property**

With respect to the tenant's claim that the landlord removed the tenant's property, I find that section 20 (3) of the Act provides that, whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not (a) seize the manufactured home or any other personal property of the tenant, or (b) prevent or interfere with the tenant's access to the tenant's personal property.

Section 23 of the Act also restricts a landlord's access and provides that a landlord must not enter a manufactured home site that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
  - (i) the purpose for entering, which must be reasonable;
  - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord has an order of the director authorizing the entry;
- (d) the tenant has abandoned the site;
- (e) an emergency exists and the entry is necessary to protect life or property;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under this Act must be given or served.

I find that the landlord's claim that the site required vermin control is not an emergency situation that would entitle the landlord to access the site without proper notice under the Act.

In addition to the above, I find that the landlord was not entitled to remove, discard or confiscate any property from the site that belongs to the tenant. I find that the landlord violated the Act and the agreement by taking this action and the landlord must rectify the violation by restoring the tenant's property forthwith.

If the pre-existing trees are no longer available, I find that the landlord would be obligated under the Act to replace the missing trees which consist of two distinct varieties of apple trees valued at \$110.00, representing \$75.00 for both trees and \$35.00 for the two containers, including tax.

Based on the evidence before me, I hereby order that the landlord deliver written receipts for rent paid in cash for the months of February, March and April 2013.

Based on the evidence before me, I hereby order that the landlord return the tenant's property as described above in the original condition forthwith. In the alternative, I order that the landlord purchase and supply two different varieties of apple trees, each one in its own container, that are equivalent in value to the previous trees.

### **Conclusion**

The tenant is successful in the application and is granted an order that the landlord supply receipts for cash payments as required under the Act and an order for the return of the tenant's property or replacements.

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 03, 2013

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Residential Tenancy Branch

