



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Shasta Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened on the tenant's application for a Monetary Order for \$25,000 on the grounds that a "Contract for the Purchase and Sale of a Manufactured Home" in which she agreed to sell her manufactured home to the to the owner of the park was influenced by coercion.

As a preliminary matter, with consent of the parties, the respondent in this matter was corrected to exchange Callahan Property Group, an agent of the landlord, to Shasta Properties Ltd., the landlord.

At the commencement of the hearing, I advised the parties that, as this dispute turns primarily on the negotiated price of an agreement for sale, it would appear that jurisdiction is beyond the *Manufactured Home Park Tenancy Act*, the scope of which is limited to tenancy agreements.

Counsel for the landlord's agent submitted that jurisdiction appeared to be reasonably questionable.

The tenant submitted that section 60 of the *Act* empowers the director's delegate to determine if one party's loss or damages is found to be due to the other's non-compliance with the legislation or rental agreement, the delegate may determine the amount of the loss or damage and order payment.

The tenant submits that her manufactured home suffered damage as a result a leaking water main which diminished its value leading to her into an unfavourable sales agreement. The tenant alleges that the landlord's delay in repairing the leak constituted a breach of the landlord's duty to maintain the park under section 26 of the *Act* and her loss, therefore, falls within the jurisdiction of the *Act*.

The landlord had submitted evidence challenging the tenant's assertion that the leak damaged the unit and evidence supporting the valuation of it.

I find that the paramount issue in dispute is the sales agreement and the tenant's assertion that it was influenced by coercion. That is a matter more properly considered by a court of competent jurisdiction. Any evaluation I might make on the alleged breach of the landlord's duty to maintain the park has the potential to encroach on the domain of the court.

Therefore, the application is dismissed for want of jurisdiction.

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 04, 2013

Residential Tenancy Branch

