



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cedar Grove Mobile Home Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, PSF

### Introduction

This is a request for an order for the landlord to continue providing service or facility required by law.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the landlord entitled to charge a fee to allow the tenants to continue parking their RV on the rental site?

### Background and Evidence

The applicants testified that:

- This tenancy began on July 4, 1984, and at that time we owned a pickup truck and camper.
- In 1997 we sold the camper and bought a fifth wheel, and we have had an RV parked on our site since then.
- When we moved in there was no limit on the number of vehicles allowed to be parked on our site, nor was there any restriction regarding RVs.
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- The landlord recently sent us a letter stating that he is now going to be charging \$50 and zero cents per month for us to park our RV on our site where we have always parked an RV since 1997.
- We feel this is unjust, and should not be allowed.

The respondent testified that:

- When he took over management of this park there were four sites that had RVs parked on them.
- The issues were resolved with two of the sites, however the third he had to take to arbitration which he won and is allowed to charge \$50.00 per month for the additional parking of the RV.
- The mobile home Park provides for two parking spaces per mobile site, and the Manufactured Home Park Tenancy Act states that tenants may be required to pay a fee for something that's not included in the tenancy agreement, such as additional parking.
- He has therefore sent a notice to this tenant stating that the additional parking fee will be \$50.00 per month, however he has now revised the amount to \$80.00 per month as that is what comparable parking fees are at a storage facility.

### Analysis

It is my finding that the landlord is not allowed to charge a fee to the tenants for parking their RV on their rental site.

First of all, although the landlord claims that the tenancy agreement only allows for two parking spaces, the landlord has provided no evidence in support of that claim.

Secondly, the landlord admits that the tenants have been allowed to park their RV on this property for a number of years, free of charge, and it is my decision that the landlord cannot now start charging a fee for something for which a fee was never previously charged. To do so would in effect be an illegal rent increase.

This is not the same as charging a fee for something that wasn't previously included in the tenancy agreement, because as stated above the tenants have been allowed to park their RV on this site for many years.

Conclusion

I order that the landlords continue to allow the tenants to park their RV on their rental site free of charge.

I also allow the tenants request for recovery of the \$50.00 filing fee, and therefore the tenants may make a one-time \$50.00 deduction from future rent payable.

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: October 16, 2013

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Residential Tenancy Branch

