



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDC, AS, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant (also referred to as the home-owner in this decision): to cancel a 1 Month Notice to End Tenancy for Cause; for money owed or compensation for damage or loss under the *Manufactured Home Park Tenancy Act* (referred to as the "Act"), regulation or tenancy agreement; for the landlord to comply with the Act, regulation or tenancy agreement; to allow the tenant to assign or sublet because the landlord's permission has been unreasonably withheld; to recover the filing fee for the cost of the application from the landlord; and, for 'Other' issues of which none were identified by the tenant.

The landlord and tenant appeared for the hearing. No issues in relation to the service of the hearing documents and evidence submitted prior to the hearing under the Act were raised by any of the parties.

Analysis & Conclusion

Pursuant to section 56 of the Act, the Arbitrator may assist the parties to settle the dispute and if the parties settle the dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute. Both parties agreed to settle the tenant's application in full, apart from the monetary claim, under the following terms:

1. The landlord and tenant agreed to end their tenancy at 1:00 p.m. on September 30, 2014. This will allow enough time for the tenant/home-owner to sell or deal appropriately with her manufactured home.
2. The tenant/home-owner will end her tenancy with her current renter on or before 1:00 p.m. on February 28, 2014.

3. The tenant is still liable to pay rent to the landlord and is not able to sublet the site for the remaining duration of the tenancy, as this time has been provided to the tenant to allow her sufficient time to sell the manufactured home.

This agreement is legally binding. If the tenant fails to comply with the above terms of the agreement the landlord is able to make an application for dispute resolution requesting an immediate Order of Possession and supply evidence showing the tenant's non compliance.

The tenant made a monetary claim for money owed or compensation for damage or loss under the Act in the amount of \$7,426.00. The tenant testified that this comprised of: \$326.55 in advertising costs; \$2,093.00 in pad rent for the 7 months that she would have received from her renter if she would have sublet the site but was unable to do so because of all the problems caused by the landlord and the multiple dispute resolution hearings; and \$5,007.00 in potential loss of income had the tenant been able to sublet the rental suite for a increased amount of \$700.00 - \$800.00 per month.

The landlord denied these charges and stated that there was no documentary evidence provided by the tenant such as receipts and invoices to support this claim.

In order to prove her claim, the tenant must show on the balance of probabilities that any loss she suffered was a direct result of the landlord's failure to comply with the Act or tenancy agreement and she must also show the amount of that loss. I am not satisfied that any loss suffered by the tenant was as a direct result of the disputes between her and the landlord or that the landlord was solely responsible for those disputes. Nor am I satisfied that the tenant's losses were a result of the landlord's breach of the Act or tenancy agreement. I find that the tenant has failed to prove that the landlord breached the Act or agreement and caused her losses and I further find that the tenant has not proven the amount of her claim as she has provided no evidence to corroborate her oral testimony. As a result, I dismiss the monetary portion of the tenant's claim including the recovery of the filing fee.

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: January 23, 2014

