



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The tenants attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenants gave evidence that they served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution on January 9, 2014 by registered mail. I find the landlord was properly served.

Issue(s) to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The tenants gave evidence that they received a Notice to End Tenancy for Cause (the "Notice") in August 2013 with an effective date of September 30, 2013. The tenants did not apply to dispute the Notice.

The tenants' evidence is that they listed their manufactured home for sale on August 27, 2013. They found a buyer who signed a Contract of Purchase and Sale of a Manufactured Home on a Rental Pad dated September 13, 2013. The tenants' evidence is that the buyer arranged to have the tenants' manufactured home inspected and there were no issues with it. The tenants provided a statement from the manufactured home inspector which confirms that the inspector found no problems with the home or the ground underneath it.

The tenants' evidence is that the buyer met with the landlord on September 27, 2013 to be approved as a tenant of the manufactured home park. The tenants' evidence is that the buyer's realtor told the tenants that the landlord said to the buyer "You can't buy that place. That trailer is being evicted. They owe me money for damages to the land."

The tenants provided a statement signed by the would-be buyer which reads, in part:

"I was informed that I had to go and meet with the park owner, to make sure I would be accepted as a tenant. When I went to meet him he said that I should hold off buying the trailer, as it had been evicted from the park. He said there had been a water main leak under the trailer and that the ground was not sound, and that there should be gravel brought in and pounded down, because the water leak had made the ground under the trailer unsafe."

The tenants deny that there was anything wrong with the ground underneath the trailer. The tenants' evidence is that the would-be buyer did not complete the sale, as a result of her conversation with the landlord. The tenants took their manufactured home off the market, since they expected that the landlord would make similar statements to any other would-be buyer.

The tenants rented a manufactured home pad at another manufactured home park, and arranged to have their manufactured home moved there on October 19, 2013.

The tenants claim \$8,502.00 in compensation from the landlord, which is the total cost of moving the manufactured home, on the basis that the landlord refused to permit them to sell their manufactured home to a new prospective tenant. They also seek to recover their RTB filing fee of \$100.00.

Analysis

Pursuant to Section 40(5), since the tenants did not apply to dispute the Notice within 10 days after they received it, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice (September 30, 2013) and must vacate the manufactured home site by that date.

When tenants are required to vacate a manufactured home site, they are expected to take their personal property with them, including the manufactured home itself. If a manufactured home is left on the site after the tenancy ends, it may be considered abandoned and Section 34 of the Manufactured Home Park Tenancy Regulation applies.

Tenants may seek to sell their manufactured home to new prospective tenants, to avoid the necessity of moving the manufactured home. However, the landlord has no obligation pursuant to the Act, Regulation, or tenancy agreement, to permit a new prospective tenant to begin a tenancy in the park in the former tenants' manufactured home. The landlord also has no obligation to departing tenants to allow them to sell their manufactured home to a buyer so that the departing tenants do not have to move their manufactured home.

Since the landlord was not obligated to permit the manufactured home to stay in the park under the ownership of a new tenant, the landlord's refusal does not entitle the tenants to compensation for the losses they suffered in having to relocate the manufactured home. For that reason, the tenants' application is dismissed.

Conclusion

The tenants' application is dismissed.

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: April 22, 2014

Residential Tenancy Branch

