



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hezz Camp Co. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties appeared and had an opportunity to be heard.

Issue(s) to be Decided

Is the tenant entitled to a monetary order and, if so, in what amount?

Background and Evidence

According to the decision on a previous hearing between the parties the tenant lived in an RV parked at this property since 2006. The tenant said he paid \$420.00 per month as rent.

In November of 2013 the tenant was served with a 1 Month Notice to End Tenancy for Cause. The tenant successfully disputed that notice. There were main two issues in the previous hearing: whether the *Manufactured Home Park Tenancy Act* applied to this situation and if so, whether the letter from the local municipal authority constituted an order. In a decision dated February 14, 2014 the arbitrator held that the landlord was subject to the *Manufactured Home Park Tenancy Act*, that the letter from the municipal authority did not constitute an order requiring the tenant to leave, that the notice to end tenancy was of no force or effect, and that the tenancy would continue.

The landlord says that sometime between the date the decision was received and February 28, 2014, the tenant came into the office, told her he had bought a house and was going to move into it. He gave verbal notice to end tenancy for the end of March. The tenant denies this conversation.

On March 1 the landlord served the tenant with a 2 Month Notice to End Tenancy for Cause pursuant to the *Residential Tenancy Act*. The reason stated on the notice was "The landlord has all necessary permits and approvals required by law to convert the rental unit to non-residential use." The effective date of the notice was April 30, 2014.

The landlord said she did this because sometimes people do not follow through on their oral undertakings and if the tenant was going to move she wanted to be sure that the site would be available for summer bookings.

On March 4 the tenant filed this application for dispute resolution. He did not ask for an order setting aside the notice to end tenancy, only a monetary order for \$10,000.00. If the “details of the dispute” portion of the application he said “Failure to give 12 mth notice under Tenancy Mobile Home Act”.

In support of his application the tenant filed a copy of a 12 Month Notice to End Tenancy for Conversion of Manufactured Home Park; a copy of sections 42 to 45 of the *Manufactured Home Park Tenancy Act*, and a copy of Bill 204 – 2007.

The tenant moved his RV out of the park before the end of March. He never gave written notice to end tenancy.

When asked why he moved and did not dispute the notice to end tenancy the tenant said the landlord told him she wanted him out of the park in thirty days and would get a court order if necessary. The landlord denies this conversation. The tenant said that after he got the second notice he gave up.

He testified that he had made inquiries of the local municipal authority and they told him that since he had bought a house and the RV was no longer his principle residence, his unit complied with the zoning regulation and there was no requirement for him to move.

He also testified that he has been living in the home he purchased since the end of March.

The tenant stated many times in the hearing that until the dispute in the fall he had enjoyed a good relationship with the landlord and never had any problems.

The landlord testified that the tenant had placed his RV for sale at a local RV dealership and it had recently been sold. The tenant did not deny this allegation.

Analysis

The tenant’s application was for \$10,000.00. If Bill 204 – 2007 had been passed, this is the payment that a manufactured home park owner would have to make to each tenant when converting the park to another use. However, the bill was never passed.

The applicable legislation is sections 42 to 25 of the *Manufactured Home Park Act* which sets out the procedure to be followed by a landlord wishing to end a tenancy if the landlord “has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park”.

Section 42(2)(a) states that the effective date of such a notice must be at least 12 months after the date the notice is served.

Sections 42(3) and 45(e) set out that to be effective the notice must be in the prescribed form.

Section 44(1) states that a landlord who gives a tenant notice to end tenancy for this reason: “must pay the tenant, on or before the effective date of the notice, an amount that is equivalent to 12 months rent payable under the tenancy agreement”. In his oral presentation the tenant said he was applying for twelve months rent.

Section 42(4) provides that a tenant may dispute the notice by making an application within 15 days of receiving it.

Section 42(5) states that a tenant who has received a notice and who does not make an application in accordance with section 42(4) is “conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the manufactured home site by that date”.

The material filed by the tenant shows that he knew that the notice was ineffective because:

- It was the wrong form.
- It gave two months notice instead of the required twelve.
- The reason stated on the notice was not accurate. Further to this, he knew that he now met the zoning requirements and there was no longer any pressure on the landlord from the local district to end this tenancy.

The tenant knew the procedure required to dispute this notice having just successfully disputed a previous notice. In fact, he filed an application for dispute resolution within 15 days of receiving the 2 Month Notice to End Tenancy.

In spite of all this, the tenant did not dispute the notice and he moved out of the rental unit a month before he was required to do so.

Based on all the evidence I am not satisfied that the tenant's action in moving out the park had any connection to the notice to end tenancy served on him by the landlord. Accordingly I dismiss his application for compensation.

Conclusion

The tenant's 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: June 17, 2014

Residential Tenancy Branch

