



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shellburn Court  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

OLC FF

### Introduction

This hearing convened pursuant to the tenant's application for the landlord to comply with the Act, regulation or tenancy agreement. The tenant participated in the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on August 28, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on September 2, 2014, and I proceeded with the hearing in the absence of the landlord.

In their application the tenant named the manufactured home park managers as the respondent landlords. The tenant submitted evidence establishing the name of the park and the owner of the park, and I determined it was appropriate to amend the application to include the names of the park and the owner as landlords in this matter.

### Issue(s) to be Decided

Should I order the landlord to comply with the Act, regulation or tenancy agreement?

### Background and Evidence

The tenant rents a site in a manufactured home park and resides in the manufactured home located on that site. The tenant provided evidence, including tax statements, to establish that he is the owner of the manufactured home.

The tenant stated that the landlord has refused to accept the tenant's rent and is now claiming that they have abandoned the site. The tenant submitted a search result showing that the owner of the manufactured home park has fraudulently transferred the tenant's manufactured home into the landlord's own name. The tenant stated that the landlord is now attempting to sell the tenant's manufactured home.

The tenant also stated that the landlord has failed to provide a proper name and address for service of documents on the landlord.

### Analysis

I find that the landlord has fraudulently seized possession of the tenant's manufactured home, under the guise of claiming that the tenant abandoned the rental site. I find that the tenant has not abandoned the site and the tenancy is still in effect. I find that the landlord has egregiously breached section 58 of the *Manufactured Home Park Tenancy Act* by seizing the tenant's personal property with no authority under the Act or regulation. The landlord has also breached sections 22 and 23 of the Act, under which the landlord has the responsibility to safeguard a tenant's exclusive possession of the manufactured home site.

I order the landlord to the landlord to comply with section 58 of the Act and immediately return ownership of the manufactured home to the tenant.

I further order the landlord to comply with sections 22 and 23 of the *Manufactured Home Park Tenancy Act*, to provide the tenant with exclusive possession of the rental site.

Additionally, I order the landlord to comply with section 13 of the Act and provide the tenant with the landlord's correct legal name and an address for service.

If the landlord does not immediately comply with these orders, it is open to the tenant to apply for monetary compensation or other remedies under the Act.

### Conclusion

I order the landlord to comply with the Act, with specific regard to sections 58, 22, 23 and 13, as outlined above.

As the tenant's application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application, and they may deduct that amount from their next month's rent.

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 20, 2014

---

Residential Tenancy Branch

