



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDC; OLC; RP; RPP; FF; O

### **Introduction**

This is the Tenant's application for compensation for damage or loss under the Act, Regulation or tenancy agreement; an Order that the Landlord comply with the Act, Regulation or tenancy agreement; an Order that the Landlord make regular repairs to the site; an Order that the Landlord return the Tenant's personal property; and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony at the Hearing.

The Landlords acknowledged receipt of the Notice of Hearing documents and the Tenant's documentary evidence.

### **Preliminary Matters**

The Tenant's Application for Dispute Resolution indicates that he is seeking "other" relief; however, he did not provide sufficient details in his Application with respect to what other relief he is seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of the Tenant's application is dismissed.

The Tenant's Application for Dispute Resolution named an additional Respondent as "Landlord"; however it was determined that the additional Respondent JD is not the Tenant's Landlord as defined by the Act. I have jurisdiction over matters pertaining to tenancy agreements only. Therefore, I have amended the Tenant's Application, removing JD's name from the Application.

### **Issues to be Decided**

- Should the Landlord be ordered to return the Tenant's personal property?

- Should the Landlord be ordered to make regular repairs to the rental site?
- Is the Tenant entitled to compensation pursuant to the provisions of Section 60 of the Act?
- Should the Landlords be ordered to comply with the Act, regulation or tenancy agreement?

### **Background and Evidence**

#### **The Tenant gave the following testimony:**

The Tenant stated that in January, 2014, all of his water pipes froze up. He stated that he went to the Landlord's agent "Bernadette" and complained, but she said that it was his fault. The Tenant testified that he went to pay rent, but Bernadette told him she wasn't taking rent for the Landlord anymore. The Tenant stated that he was not provided with any other contact information for the Landlord. The Tenant testified that he went "to the Charlottes" in February for work. The Tenant did not pay rent when it was due for February, March, April or May, 2014.

The Tenant testified that he received a telephone call from the RCMP in April, 2014, while he was in the Charlottes. He stated that the RCMP told him that they had been contacted by the Landlord because no one had seen him for a long time. The Tenant testified that he called the Landlord in May and arranged to pay the back rent. The Tenant stated that he returned home in June, 2014, and that he paid the Landlord "some rent". The Tenant acknowledged that he did not pay all of the outstanding rent to the Landlord.

The Tenant testified that he put his manufactured home up for sale and that he got an offer in September, 2014. The Tenant stated that he went to the Manufactured Home Registry to search the title and discovered that the Landlord had sold his home and its contents to the Landlord's cousin, JD. A copy of the transfer and affidavit of abandonment was provided in evidence.

The Tenant denied ever abandoning the manufactured home. He stated that the manufactured home is now ruined because it has been without power for 3 months. The Tenant stated that he does not want the trailer back.

The Tenant testified that he paid \$9,000.00 for the manufactured home in May, 2013. He provided a copy of the bill of sale in evidence.

The Landlord gave the following testimony:

The Landlord testified that the Tenant had advertised the manufactured home for sale for \$5,000.00. He stated that the Tenant told him, "I don't care what you do with it".

The Landlord testified that the Tenant owed \$1,975.00 in back rent on May 1, 2014. He testified that on June 18, 2014, the Tenant paid only \$900.00 for January, February and March rent. He stated that on August 6, 2014, the Tenant paid \$300.00 towards April rent, but that the Tenant has paid no rent since.

The Landlord's cousin, JD, transferred the trailer back to the Tenant on November 24, 2014. A copy of the transfer was provided in evidence.

The Landlord's witness DP testified that he was present at a lunch meeting with the Tenant and the Landlord on December 16, 2014. He stated that the Tenant and the Landlord were arguing and that the Tenant said he didn't want the trailer back and asked for \$2,500.00.

The Landlord's agent LH testified that she was with the Tenant taking photographs of the trailer for sale purposes. She said the pictures "didn't turn out" and that the Tenant wanted \$5,000.00 for the trailer.

**Analysis**

It would appear that the Landlord transferred ownership of the manufactured home back to the Tenant on November 25, 2014, under the provisions of Section 7 of the Manufactured Home Act. My jurisdiction is under the Manufactured Home Park Tenancy Act. I have no jurisdiction under the Manufactured Home Act; and therefore I make no determination with respect to who is rightful owner of the subject manufactured home.

The Landlord stated that the Tenant told him he didn't want the trailer back. Section 5 of the Act provides that Landlords and Tenants may not avoid or contract out of the Act or the regulations and that any attempt to do so is of no effect. Part 6 of the regulations provides for how a Landlord **must** deal with abandoned property. I find that the Landlord did not comply with Part 6 of the regulations. Section 35 of Part 6 of the regulations provide that a landlord must store property for not less than 60 days and advise the tenant that the property has been stored, or disposed of in the case that it is worth less than \$500.00. Section 37 of Part 6 of the regulations states that not less than 30 days before disposing of abandoned property, the Landlord must give notice to the Tenant in writing and publish a notice in the newspaper. I find that the Landlord did

not comply with Sections 35 and 37 of Part 6 of the regulations and that the Tenant suffered a loss as a result of the Landlord's failure to comply.

Section 60 of the Act provides that if damage or loss results from a party not complying with the Act, regulations or tenancy agreement, I may determine the amount of, and order that party to pay, compensation to the other party.

Based on the evidence provided, I find that the Tenant has established a monetary claim in the amount of **\$5,000.00** against the Landlord.

If the Landlord is in possession of any of the Tenant's remaining personal property, I ORDER that the Landlord return it to the Tenant forthwith.

The Tenant provided insufficient evidence with respect to what regular repairs he is seeking the Landlord to make. This portion of his claim is dismissed.

The Tenant's application had merit and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

### **Conclusion**

Pursuant to the provisions of Section 60 of the Act, I hereby provide the Tenant with a Monetary Order in the amount of **\$5,050.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims Court) and enforced as an Order of that Court.

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 14, 2015

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Residential Tenancy Branch

