



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY QUARTER MIDGET ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, PSF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement and for an Order for the landlord to provide services or facilities required by law.

The tenant and landlord's agents attended the conference call hearing and gave sworn testimony. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord's agents confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for \$25,000.00 in compensation for damage or loss?
- Is the tenant entitled to an Order for the landlord to provide services or facilities required by law?

Background and Evidence

The parties agreed that this tenancy started in December, 2009. This was a verbal agreement for the tenant to rent this site for her mobile home which the tenant purchased in situ. Rent for the site is \$500.00 per month due on the first of each month.

The tenant testified that she is being forced to remove her trailer from the site and seeks compensation of \$25,000.00 to do so. The tenant agreed that a previous hearing had taken place on March 28, 2014. At that hearing the tenant had agreed to move her mobile home from the site on or before January 31, 2015. The tenant testified that she had contacted the township and was told they don't want her to move her mobile home and would rather someone lived on the site to prevent things getting broken on the site.

The tenant testified that she now has to buy some land to put her mobile home on and as she is not working she cannot afford to move her mobile home. The mobile home will have to be put in storage until the land is ready and then reinstalled on the new site. This will cost around \$75,000.00. The tenant testified that the landlord should be responsible and help with these costs to an amount of \$25,000.00.

The landlord's agent disputed the tenant's claims. The landlord's agent testified that he sympathises with the tenant but they are a non-profit society and in their lease with the township it does state that the association is not allowed to sublet any part of the site. The tenant's mobile home was on the site before the landlord's agent took over as president of the association and it was agreed at the last hearing that the tenant would move her mobile home by the end of January, 2015. At the previous hearing the landlord was also issued with an Order of Possession effective on January 31, 2015. This Order was served to the tenant in March, 2014. The landlord's agent testified that it is not the responsibility of the landlord to fund the tenant's move from the site or the purchase of any land for her home.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. The party's referred to a previous decision rendered on March 28, 2014.

That decision contains an agreement made between the parties as follows:

1. The tenant will cause the manufactured home to be removed from the rental site and will vacate the rental site on or before January 31, 2015 at 1:00 p.m.;
2. The landlord will have vacant possession, and I grant an Order of Possession effective that date and time;
3. The tenant will obtain insurance for the manufactured and provide proof of same to the landlord by 9:00 p.m. on Monday, March 31, 2014;
4. If the tenant fails to provide proof of insurance to the landlord, the landlord will be at liberty to issue a notice to end tenancy.

This agreement is legally binding on both parties. There is no agreement for the landlord to compensate the tenant any amount to remove her mobile home from the site. I have considered the arguments put forth and find there is no provision under the *Act* which would allow me to award the tenant compensation for any expenses incurred in complying with this agreement and removing her mobile home from the site. It would be unreasonable for the tenant to receive compensation from the landlord for the tenant's expenses when the landlord has no reasonability for these expenses. I therefore find the tenant's application for a Monetary Order for \$25,000.00 is dismissed.

With regard to the tenant's application for an Order for the landlord to provide services or facilities required by law; the tenant did not mention during the hearing any loss of a service or facility from the site rented by the tenant. I further find that as the tenancy must legally end by 1.00 p.m. tomorrow, January 31, 2015 that no Orders will be issued on this matter as the tenancy will end.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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 30, 2015

Residential Tenancy Branch

