



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CREST GROUP HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Manufactured Home Park Tenancy Act (the "Act"), to cancel an additional rent increase.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Should the additional rent increase be cancelled?

Background and Evidence

The tenant purchased the manufacture home from a previous tenant in July 2013. The tenant was not served with an additional rent increase notice as defined in the Act.

The tenant testified that when they purchased their home in July 2013, they were under the impression that their pad rent would be \$325.00, and were surprised that the landlord presented them with a tenancy agreement for \$400.00, which they sign.

The tenant testified that it has come to their attention that another unit purchased in February 2013, are paying the same rent as the previous owner.

The tenant testified that when they purchased their home, they did not know the previous owner was required to get the consent of the landlord to assign the home owner's tenancy agreement to the purchaser. However, they feel that it is unfair that was not done and think their rent should be reduced to \$325.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Assignment and subletting

28 (1) A tenant may assign a tenancy agreement or sublet a manufactured home site only if one of the following applies:

- (a) the tenant has obtained the prior written consent of the landlord to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;
- (b) the tenant has obtained an order of the director authorizing the assignment or sublease;
- (c) the tenancy agreement authorizes the assignment or sublease.

In this case the previous tenant who was the owner of the manufactured home did not obtain the prior written consent of the landlord to assign their tenancy agreement to the new purchaser.

Although the new tenant did not know that was a requirement when they purchased their home, it was the tenant's responsibility to understand their rights and obligation under the Act.

I find the tenant has failed to prove that the landlord has breached the Act, when they entered in to a tenancy agreement with the landlord at the start of their tenancy.

As the tenant was not successful with their application the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

The tenant's application was 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: March 27, 2015

Residential Tenancy Branch

