



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vista Village Trailer Park Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNR

Introduction

This was the hearing of applications by the landlord and by the tenant. The landlord applied for a monetary award. The tenant applied for an order directing the landlord to comply with the *Manufactured Home Park Tenancy Act*. The hearing was conducted by conference call. The named parties call in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Should the landlord be directed to comply with the Act, Regulation or tenancy agreement?

Background and Evidence

The rental unit is a manufactured home sit in the landlord's manufactured home park. There have been previous proceedings with respect to this tenancy. A hearing was conducted by conference call on June 18, 2014 and in a decision issued that day, an arbitrator In a decision dated June 18, 2014, an arbitrator granted the landlord an order for possession effective September 30, 2014.

In its application for dispute resolution filed September 12, 2014, the landlord claimed payment of pad rent for September in the amount of \$426.00. The landlord submitted evidence, including a copy letter to the tenant dated September 18, 2014. In the letter the landlord noted that the tenant had stopped payment of his September rent cheque in the amount of \$401.00. The landlord requested payment of September rent and demanded that the remove his trailer from the park by September 30, 2014, the effective date of the order for possession. Apart from demanding that the tenant remove his trailer, the landlord has taken no steps to enforce the order for possession.

The tenant's trailer remains on the site and it has been vacant since August, 2014. The landlord considers the trailer to have been abandoned. The tenant has also left two derelict motor vehicles on the site at the rental property.

The tenant filed his application for dispute resolution on April 7, 2015. According to the tenant's documents and submissions, he has attempted to sell his trailer, but has been unable to do so for a variety of reasons. The tenant has alleged that the landlord has acted to thwart a potential sale. In his application the tenant requested an order that the landlord comply with certain sections of the *Manufactured Home Park Tenancy Act*, as well as decision by arbitrators in unrelated dispute resolution proceedings. I was provided with voluminous documentation, much of it related to dealings with the municipal government over unpaid taxes.

The landlord submitted documentary evidence by fax on April 7, 2015. Included with the evidence was a monetary order worksheet wherein the landlord sought payment of various amounts, including storage fees and legal fees totalling \$5,706.96. The landlord did not file an amended application for dispute resolution.

Analysis

The tenant failed to pay rent that was due for September in the amount of \$401.00. The landlord claimed a late fee, but did not submit evidence of any agreement that would entitle it to charge a late fee. The landlord is entitled to a monetary award in the amount of the unpaid pad rent. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$451.00. The landlord sought payment of other amounts in a monetary order work sheet. They form no part of this claim and some items like legal fees that were mentioned, are not recoverable in any event.

The tenant sought some form of remedy that would permit him to sell his trailer and apparently allow the prospective purchaser to occupy the trailer as a tenant in the landlord's park. The tenant's application overlooks the fact that his tenancy has ended. The landlord has an order for possession. The tenant is obliged to remove his trailer from the park. He is free to sell it, but any purchaser will also be obliged to remove the trailer from the landlord's property. There is no basis for the tenant's application and it is dismissed without leave to reapply. Of course the parties are free to embark upon their own private negotiations and arrive at some other arrangement between themselves, but this will fall outside of my jurisdiction under the *Manufactured Home Park Tenancy Act*, because this tenancy ended effective September 30, 2014.

Conclusion

The tenant's application is dismissed without leave to reapply. I have awarded the landlord the sum of \$451.00. This order may be registered in the 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: May 11, 2015

Residential Tenancy Branch

