



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIVINGSTONE RV PARK CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: DRI, OLC, PSF, RPP, RR, FF

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*, to dispute a rent increase and for an order directing the landlord to comply with the *Act*, provide services and facilities, return personal property and reduce rent. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant and stated that he was unable to serve the tenant because he did not have a mailing address for the tenant. Both parties gave affirmed testimony.

At the start of the hearing, the tenant informed me that he had moved out on August 31, 2015. Since the tenancy has ended the major portion of the tenant's application is moot and accordingly dismissed. The only portion of the tenant's application that was dealt with during this hearing was the return of the tenant's personal property.

Issues to be decided

Is the landlord responsible for the alleged loss of the tenant's personal belongings? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in April 2015. There is no written tenancy agreement. Both parties offered contradictory evidence regarding the terms of the verbal agreement. The landlord stated that the rent did not include the use of the shower facilities and also included parking for one vehicle only.

The tenant stated that the manager of the home park had issued him a key for the showers and allowed him to park two vehicles. The landlord argued that the manager did not follow park policy and has been let go.

The landlord informed the tenant that he could not park a second vehicle and on August 17, 2015 had the tenant's vehicle towed. The tenant visited the Residential Tenancy Branch Office on the same day and filed an application for dispute resolution. At the time the tenant made this application he did not have information about the amount that he would be required to pay to the towing company for the return of his vehicle.

During the hearing the tenant and his advocate contacted the towing company and found out that the tenant would have to pay approximately \$1,850.00 for towing and stowing charges as of this date. The tenant stated that since his vehicle was illegally towed, he should not be responsible for this charge and wants the landlord to cover it.

The landlord also testified that the tenant owed for rent, utilities, showers and parking charges. In regards to the landlord's claims relating to loss that he may have suffered, I am not able to either hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenants' application. The landlord is at liberty to file his own application. Attempts to mediate a settlement were unsuccessful.

Analysis

Since the tenant filed his application on the day that his vehicle was towed, he was not in a position to provide information to the landlord regarding the quantum of his claim. However the tenant now has information and will be in a position to provide documentation to the landlord regarding his claim which will give the landlord an opportunity to respond. Therefore, I dismiss the tenant's claim with leave to reapply.

Conclusion

The tenant's application is dismissed with leave to reapply. The tenant must bear the cost of filing his application.

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: September 17, 2015

Residential Tenancy Branch

