



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

DRI and O

### Introduction

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant, in which the Tenant applied to dispute a rent increase and for “other”.

The Tenant stated that he personally served the Application for Dispute Resolution and the Notice of Hearing to the Agent for the Landlord, although he cannot recall the dated of service. The Agent for the Landlord stated that she received these documents on September 17, 2015.

On October 14, 2015 the Tenant submitted five pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Agent for the Landlord on October 02, 2015. The Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On October 14, 2015 the Landlord submitted a document dated September 04, 2015 and a document dated October 13, 2015 to the Residential Tenancy Branch. The Agent for the Landlord stated that these documents personally served to the Tenant on October 13, 2015. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On October 14, 2015 and October 15, 2015 the Landlord submitted additional documents to the Residential Tenancy Branch. The Agent for the Landlord stated that these documents were not served to the Tenant as evidence for these proceedings. As they were not served to the Tenant, they were not accepted as evidence for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, ask relevant questions, and make relevant submissions.

### Issue(s) to be Decided

Do I have jurisdiction in this matter and, if so, has there been a rent increase that does not comply with the *Manufactured Home Park Tenancy Act (Act)*?

### Background and Evidence

The Landlord and the Tenant agree:

- the Tenant moved onto the site in 1998;
- the parties signed a new tenancy agreement in 2010 when the Tenant's wife moved onto the site;
- the Tenant is required to pay monthly rent by the first day of each month;
- the Tenant is currently renting 4 parking areas that he is using for recreational vehicles, spare cars, etc;
- when he first started renting parking areas he was paying \$20.00 per month per parking stall;
- the monthly cost of the stalls increased to \$40.00 several years ago; and
- the Landlord has notified tenants that the cost of the stalls is going to increase again in October of 2015.

The Agent for the Landlord stated that is in possession of a copy of the tenancy agreement that was signed in 2010. She stated that the agreement stipulates that the rent includes a variety of services and facilities, and that R.V. storage is available for an "additional fee".

The Tenant stated that did not have a copy of the tenancy agreement that was signed in 2010 with him at the time of the hearing, but he believes the agreement indicates that R.V. storage is available for an "additional fee".

The Tenant submits that I have jurisdiction over the additional parking areas because they are mentioned in the tenancy agreement.

The Tenant submits that I do not have jurisdiction over the additional parking areas because they are a service that is provided outside the tenancy agreement.

### Analysis

The *Act* defines a tenancy agreement as an "agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities."

The *Act* stipulates that a "service or facility" can include a variety of services or facilities, including parking and storage areas, which are provided by a landlord to the tenancy of a manufactured home site.

On the basis of the undisputed evidence, I find that the Landlord and the Tenant entered into a written tenancy agreement in 2010. On the basis of the information

provided to me by the Landlord regarding the terms of that agreement and in the absence of evidence to the contrary, I find that this tenancy agreement does not entitle to the Tenant to use the RV storage facilities in the manufactured home park. In reaching this conclusion I was heavily influenced by the term in the tenancy agreement that indicates R.V. storage is not included in the monthly rent.

I find that the tenancy agreement declares that storage facilities are available in the manufactured home park for an additional fee. This declaration, in my view, simply informs tenants that they may enter into an agreement with for R.V. storage that is separate from their tenancy agreement. In the event the R.V. storage was a service provided with the tenancy agreement, I find that the tenancy agreement would have included terms regarding that service and it would have specified the cost of that service.

I do not have authority to adjudicate all disputes between landlords and tenants. I only have authority to adjudicate disputes that arise from a tenancy agreement between two parties. I find that any agreement relating to storing vehicles/vessels in the manufactured home park, with the exception of vehicles/vessels stored on the rental unit itself, is outside of my jurisdiction, as that is a service that is not outlined in their tenancy agreement.

As the R.V. storage facility is not within my jurisdiction, I dismiss the Tenant's Application for Dispute Resolution without leave to reapply.

### Conclusion

The Tenant's Application for Dispute Resolution has been dismissed without leave to reapply. The Tenant retains the right to pursue this matter through a court of competent jurisdiction.

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: October 27, 2015

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Residential Tenancy Branch

