



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FRASER VALLEY ORV PARK LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RPP

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order against the Landlord.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided 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 to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Issues

The Tenant filed her application under the Residential Tenancy Act. The rental involved the Landlord renting a site in a manufactured home park. Therefore, I have amended the Application to being made under the *Manufactured Home Park Tenancy Act* (the "Act").

One of the Agents for the Landlord argued that the park was on first nations' land and they had an informal agreement with the band. The Agent argued that there was no jurisdiction because of this. Having reviewed the Act and applicable policy guideline, I find there is jurisdiction for the following reasons: the Landlord is not the band and the dispute does not involve possession of the rental site, rather it is just a monetary claim for compensation under the Act. For these reasons, I find there is jurisdiction.

Lastly, I note that the dispute arises out of an employment agreement between the parties. As I explained during the hearing, the Act only provides me authority to make determinations in regard to the rental scenario. The parties must take the dispute

regarding the employment scenario to the Employment Standards Board, or consult with their legal counsel for advice on where to bring the employment issues.

Issue(s) to be Decided

Did the Landlord breach the Act?

Is the Tenant entitled to monetary compensation?

Background and Evidence

The Tenant testified that she had an oral agreement with the Landlord to do security work around the park in exchange for pad rental.

The Tenant testified that she had hurt herself working and had to miss a few hours of work here and there to attend at the doctor's office.

The Tenant testified that one of the Agents for the Landlord told her he had enough of her missing work and told her to leave the next day. The Tenant testified that the Agent for the Landlord then cut off the power to her trailer and this caused the fridge to defrost. The Tenant further testified that the Agents had thrown dog feces at the trailer and she had to clean this off.

The Tenant called the police who attended the rental unit site.

The Tenant vacated the site shortly after these events.

The Tenant claims **\$200.00** for loss of all her food due to the cutting of power.

In reply, the Agents for the Landlord testified that they had advertised on a well known Internet site for a person to be on the property when the park office is closed in exchange for pad rental. The pad rental in exchange for the security work included power, water and sewer.

The Agents testified that when the Tenant arrived she had recently had surgery for a hernia and had a drain from the incision. One Agent testified that the Tenant had an issue with the drain catching in her vehicle door. They testified that the Tenant had to go to the doctor's office frequently. The Agent then testified that the Tenant was also going to the dentist and she had one appointment after another.

The Agent felt it would be best to have something in writing so on August 16, 2015, gave the Tenant a written agreement. The Agent testified that the Tenant requested time to have someone read it.

The Agent testified he told the Tenant she had three choices: sign the agreement, pay \$250.00 pad rent per month or, "...get the f - - k off the property."

The Agent testified that when the police attended the property they told him to leave her power and water alone. The Agent testified he had not cut the power lines to the trailer, but he had unplugged the power line to the trailer.

The Agent for the Landlord further testified that any dog feces that hit her trailer was from the Tenant's own dogs, and alleged that the Tenant did not clean up after her three dogs in the park. The Agent addressed the Tenant as a "leech and freeloader".

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Landlord is in breach of the Act.

Under the Act if the Landlord wanted to end the tenancy because they were ending the employment of the Tenant, they were required to give the Tenant a one month Notice to End Tenancy under section 41 of the Act.

Based on his own testimony, I further find that the Agent acted in a high-handed manner, without regard to the Act. It was clear the Agent wanted the Tenant to leave the park without giving her the proper notice to end tenancy. It was clear the Agent unplugged the power to the Tenant's trailer to force her to move. The Agent's non-compliance with the Act caused the Tenant to lose her groceries stored in the fridge. I find the Landlord and the Agent are responsible for these losses.

Section 60 of the Act sets out how compensation may be awarded:

Without limiting the general authority in section 55(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Here I find the Tenant has shown she lost \$200.00 in groceries due to the Landlord and Agent not complying with the Act. Therefore, I grant the Tenant a monetary order for **\$200.00**

The Tenant must serve the Landlord and Agent with the order and it may be enforced in Provincial Court.

Conclusion

The Tenant has shown the Landlord and Agent for the Landlord did not comply with the legislation to end the tenancy in accordance with the Act. The Tenant has suffered a loss due to the Agent and Landlord's non-compliance. The Tenant is granted a monetary order in the amount of **\$200.00**

The monetary order must be served on the respondents and is enforceable in the Provincial Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 09, 2015

Residential Tenancy Branch

