



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was originally convened on September 28, 2015; conducted via teleconference and was attended by the tenant and the landlord's agent. I ordered the hearing be adjourned, as per my Interim Decision of September 29, 2015.

I adjourned the hearing to allow the tenant to submit a Monetary Order Worksheet to outline his claim for \$4,990.99, as he had not explained sufficiently what his claim was for. The tenant submitted a Monetary Order Worksheet on November 19, 2015 for a claim totaling either \$9,900.00 or \$10,060.00.

As the adjournment was strictly for the tenant to submit an explanation of his initial claim I declined to accept the tenant's modified claim. At the outset of the December 11, 2015 I required the tenant to remove items from his claim to reduce it to the original amount claim.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for a rent refund; compensation for the sale of his manufactured home; to dispute an additional rent increase and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 22, 23, 34, 37, 60, and 65 of the *Manufactured Home Park Tenancy Act (Act)*.

Background and Evidence

The parties submitted into evidence copies of a tenancy agreement signed by the parties on April 7, 2014 for a month to month tenancy beginning May 1, 2014 for a monthly pad rent of \$420.00 due on the 1st of each month.

The landlord submitted into evidence a copy of a Mutual Agreement to End a Tenancy signed by the parties on February 20, 2015 agreeing that the tenancy would end on February 28, 2015 at 11:59 p.m.

The tenant submits that the same day he moved into the park he had an argument with the landlord's primary agent and that since that time he had been treated poorly by both the landlord's primary and secondary agents. The tenant asserts that as a result of his interactions with the primary agent over the course of the first few months of the tenancy he felt that he could not remain living in the park. He confirmed that he moved out of the park in October 2014.

He submits that on the day that he moved into the unit attempted to find the primary agent to advise him that he had had to clean up dog feces from his site.

The tenant also submits that the primary agent had failed to provide him with a copy of a copy of a site map or sketch of the site as required under Clause 6 of the tenancy agreement. Clause 6 states: "A plan or sketch describing the areas and boundaries of the manufactured home site rented under this agreement is attached to this agreement. The boundaries are measured from a permanent reference marked on the plan."

The tenant submits the landlord would not allow him to park his motor home in the site unless he tore up flowers; a grape arbour; and an apple tree. The tenant submits the landlord and he also discussed some plans the tenant was considering for additions to his manufactured home. The tenant submits that the landlord told him that he would not approve any plans at all.

The tenant also asserted the landlord then reduced the size of his site. The tenant did not provide any drawings or sketches of what he believed was the original size of the site or the changes made by the landlord's agent.

The tenant seeks compensation for being put in a position where he felt that he had no choice but to move from the park due to what he described as ongoing harassment during the course of the tenancy.

The tenant submits that right from the start of the tenancy the landlord would not cooperate and immediately wanted the tenant to take his concerns to the park committee. The tenant felt he would not get a fair review by the park committee. The tenant did not submit an Application for Dispute Resolution seeking to have the landlord comply with the *Act*, regulation or tenancy agreement.

The tenant also asserts the landlord has imposed, prior to this tenancy, increased rent for this pad in a manner that did not comply with the *Act*. I note the parties entered into a new tenancy agreement April 7, 2014 for \$420.00 per month but the tenant was disputing rent increases under previous tenancy agreements. Neither party provided any evidence that this tenancy resulted from the assignment of the previous tenant to this tenant.

As a result of all of these issues the tenant seeks the following compensation.

Description	Amount
Notary fee (sale of manufactured home)	\$681.66
Lawyer consultation fees	\$168.00
Rent refund (November 2014 to March 2015)	\$2,100.00
Illegal rent increase (2 options)	\$935.00 or \$1,089.00
Moving expenses	\$840.00
Total	\$4,724.66 or \$4,878.66

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In regard to the tenant's claim for an illegal rent increase, I did not consider the tenant's submissions regarding any rent increases because the tenant was disputing "rent increases" from before this tenancy began.

As there was no evidence before me that this tenancy was assigned from a previously existing tenancy I find the parties entered into a brand new tenancy agreement when they signed their agreement on April 7, 2014.

I find that when parties enter into a brand new tenancy agreement both parties are agreeing, in writing, to the amount the tenant should pay for the rental of the site. As the tenant is disputing possible historical rent increases between parties that are no longer parties to this tenancy, I find there is no violation of the *Act*, regulation or tenancy agreement.

I accept that the landlord failed to provide the tenant with a site map or sketch and as such I find the landlord failed to comply with Clause 6 of the tenancy agreement. On the other issues raised by the tenant I find that tenant has failed to provide sufficient evidence to establish the landlord had violated the *Act*, regulation or tenancy agreement. As an example, the tenant submits that the landlord changed the size of his site but provided no drawings or sketches of what he thought it should be or what the landlord had removed from his site.

I also accept the relationship between the parties was acrimonious from the beginning of the tenancy. However, I find the tenant took absolutely no steps available to him to resolve the issues such as using the dispute resolution process of the park committee or through the Residential Tenancy Branch. Therefore, I find the tenant did not take the steps available to him to mitigate any damage or loss.

Further, I find that even if the landlord had violated the *Act*, regulation or tenancy agreement it was the tenant's choice to first move out of the park and then to sell his manufactured home.

For these reasons I find the tenant has failed to establish an entitlement to any compensation for the choices that he has made to end the tenancy or to move out of the park.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution, without leave to reapply, in its entirety.

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: December 18, 2015

Residential Tenancy Branch

