Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding Lombardy Management Ltd.
and [tenant name suppressed to protect privacy]

CORRECTED DECISION

Dispute Codes:

CNR, DRI, MNDC, O, OLC, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenants' have applied to cancel a ten day Notice to end tenancy for unpaid rent, dispute a rent increase, compensation for damage or loss under the Act, an order the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. The hearing process was explained and the parties were given the opportunity to ask questions about the process. I have considered all of the evidence and testimony provided.

The landlord's agent was present at the start of the hearing. The owner entered the hearing 14 minutes after the scheduled start time. The owner was then affirmed.

Issue(s) to be Decided

Should the 10 day Notice to end tenancy for unpaid rent issued on February 5, 2016 be cancelled?

Has the landlord issued a rent increase that fails to comply with the Act and Regulation?

Are the tenants entitled to compensation in the sum of $3,480.00 for loss of quiet enjoyment?

Background and Evidence

This tenancy commenced in 2009. The tenants own a manufactured home and rent the site. The parties confirmed that there is not a signed tenancy agreement.

The tenants' written submission referred to an application that was made on June 20, 2014. A review of that decision showed that the tenants had applied to dispute a rent increase and to cancel a notice to end tenancy. That hearing did not proceed as the tenants understood that there were no grounds for eviction. The tenants submitted a copy of a June 19, 2014 letter from the landlord, indicating the landlord was withdrawing

the Notice given on June 11, 2014. The landlord informs the tenants that if they wish to use property that is not on their site they must pay $300.00 to use those sites.

The tenants supplied copies of previous decisions that have been issued in relation to this tenancy. These were reviewed during the hearing:

- September 11, 2014 – Tenant application. The boundary of the site was established; no rent increase was found to have been issued.

- July 20, 2015 – Landlords' application. The request for an order of possession and monetary award for unpaid rent was dismissed. The Notice was cancelled as the landlord based the eviction Notice on a rent increase that did not comply with the Regulation. The arbitrator determined rent was $290.00 due on the first day of each month. The landlord was advised to seek clarification with respect to any future notices to increase rent.

- December 18, 2015 – Tenant application to cancel a Notice ending tenancy for cause and order the landlord comply with the Act. Only the matter related to the Notice was considered. No cause was found to support the Notice and it was cancelled.

Files referenced by the tenants are provided, by file number, on the cover sheet of this decision.

The tenants submit that having to make this current application amounts to harassment by the landlord, as they were again forced to apply for arbitration based on an illegal rent increase. The tenants have claimed compensation equivalent to the total sum of rent paid over the past 12 months, as the result of a loss of quiet enjoyment due to the repeated Notices to end tenancy, repeated illegal rent increases and fear of eviction and loss of services. The tenants' application indicated that this was the sixth time they had filed for arbitration since June 2014; however the tenants identified only the above four applications and three previous hearings as having taken place between the parties.

The tenants submit that the landlord should face administrative penalties for their failure to comply with the legislation.

A copy of a *Notice of Standard Rent Increase – Manufactured Home Site* issued on September 28, 2015 was supplied as evidence. The Notice set out current rent of $290.00; an increase in the sum of $15.00, to take effect January 1, 2016. Rent would then be $305.00.

During the hearing discussion ensued with the landlord regarding the correct process for imposing a rent increase. The landlord was referred to the Notice issued and the section *Information for Landlords and Tenants*; specifically the section referencing the amounts of increase allowed and the process for determining the increase.

The landlord was asked if they followed the recommendation to investigate the rent increase process, given in the July 2015 decision; as the rent increase given in September 2015 does not appear to comply with the legislation. The landlord said that the increase given was meant to alleviate the increased costs in running the park. The landlord confirmed they did not reference the standard allowable rent increase for 2016.

The rent was increased to $305.00 per month and the tenants paid only $290.00 in January and February 2016. As a result, on February 5, 2016 the landlord issued a 10 day Notice to end tenancy for unpaid rent. The Notice indicated that the tenants had five days to pay $30.00. The Notice had an effective date of February 15, 2016.

The tenants did not pay the rent within five days of receiving the Notice as they had paid the rent owed.

In relation to the loss of quiet enjoyment and loss of services, outside of having to attend repeated hearings, the tenants set out a number of issues that have negatively impacted the tenancy:

- Loss of door-to-door mail delivery;
- Loss of door-to-door newspaper delivery;
- Loss of garbage pick-up and access to garbage bins;
- Lack of snow removal; and ice control;
- Maintenance in the park;
- Loss of asphalt road surface; and
- Loss of privacy, security and quiet enjoyment.

The tenants submitted a copy of a letter issued by Canada Post in January 2013 informing them that due to the poor state of the roads in the park Canada Post would temporarily change the mode of delivery to a community mail box. The letter indicated that delivery would commence once new roads were constructed in the park. In 2012 the roads had been dug up to allow water service repairs. Door-to-door mail delivery has not been reinstated as the roads have not been repaired.

The tenants said that city newspaper delivery has ceased and that they must obtain papers from a box at the front of the park.

The tenants supplied a June 29, 2013 letter issued by the landlord informing the tenants that effective July 1, 2013 the landlord would no longer be responsible for garbage pick-up. The landlord provided several large bins for the tenants' use. A letter was issued by the landlord later in July 2013 informing tenants that the garbage bins must now be locked. The tenants were given two days of the week when they could place garbage in the bins. Recently the bins are available at random times, but the tenants can view the bins from their home so know when they are unlocked. Photos of the garbage bins taken in 2015 show items strewn around the bins and mattresses placed against the bins. The tenant said they were not given proper notice or any rent reduction as a result of the loss of this service.

The tenants said there have been on-going problems related to poor snow removal and a lack of ice control on the roads. A photo taken of a road covered in ice was supplied as evidence.

The tenants raised issues related to a lack of maintenance of the park. The roads have not been repaired and are not properly maintained. The tenants submitted a number of coloured photographs showing dirt roads, dust caused by vehicles and pools of water on the roads.

On May 13, 2015 a home across the road from the tenants' site burned down. In July 2015 the landlord had someone complete work on that site. The tenants supplied a

photograph showing what appears to be a severe amount of ash in the air. The tenants said that they could not be outside and that the ash posed a health risk as it would have contained fire retardant. The tenants were not given any notice of this work. There were 83 days between the fire and when the landlord cleaned up the site. There continue to be remnants of the fire on the ground, which the tenants believe could pose a health risk.

The tenants submitted that they have been harassed by the landlord, as a result of repeated rent increases that are not in compliance with the Act. On July 20, 2015 a decision was issued based on the hearing held on July 8, 2015. On July 15, 2015 the landlord arrived at the back of the property and took down the fence that was erected between the tenants' site and the neighbouring yard. This fence had helped to protect the tenants' children. After the fence was removed access was provided allowing strangers to cut through the tenants' site. The tenants said that people running from the police now cut through their yard. The children's' play house was affected as someone defecated and urinated in the play house. The tenants' had to take the tree house down.

The tenants submitted a colour photograph of the tree house and fence. Other than a single board missing, the fence appeared to be in acceptable condition. The tenants supplied a picture of the landlord using a backhoe to remove the fence.

The tenants supplied pictures of the roads in the park. Since the water lines were dug up in 2012 the roads have been left in a state of disrepair. When the tenancy commenced the park had asphalt roads and they are now dirt. The lack of asphalt causes a lot of dust and dirt. The photos showed areas of the road that are full of pot holes, water-filled pot-holes and dust in the air.

The tenants supplied copies of 2015 newspaper articles setting out efforts made by the city to force the landlord to clean up the park. A July 2015 editorial stated that between 2012 and 2014 the RCMP had been called to the park 335 times; 142 of those were in 2014.

The tenants submitted a copy of an August 28, 2015 letter issued by the city manager of bylaw services. The letter set out remedial action taken by the city on the property and listed outstanding issues such as removal of debris from around 11 sites and lots in the park. Another structure that was ordered demolished remained standing. The landlord was directed to address issues in relation to five other sites in the park. One building is to be inspected for possible demolition.

The tenants said they have not contacted the landlord to discuss the concerns raised during the hearing. The tenants said that the landlord is impossible to deal with. The landlord has insulted the female tenant, who now wears a recorder when she is outside working in the yard.

The landlord L.H. responded that they received their community mail boxes earlier than most and that the whole country is going in that direction. Shortly after Canada Post issued the 2014 letter they said there would be no further door-to-door service.

The landlord confirmed that the roads have not been repaired since they were dug up. The landlord received a quote that was too high.

The landlord said that newspapers are delivered in the park and that the box at the front of the park is for flyers that anyone can take.

The landlord stated that they provide snow removal; they have their own truck. This past winter was mild and there was only one day when ice was an issue.

The landlord confirmed that the fence was removed from the tenants' property line. The fence was not maintained and the city had told the landlord to clean the fence up. This was part of a remedial action order.

The landlord said that dust is a fact of life and did not disagree that the roads were in horrible shape. That is due to spring break-up and the current thaw. The landlord said there is nothing they can do about the state of the roads. There is now less traffic in the park and cars move slowly.

The garbage bins have been locked as people from outside the park were using them. The bins have been open on Sunday and Monday ever since they were installed.

When asked about the tenants claim for loss, the landlord said that the tenants could ask for what they want. The tenants' letters of support from other residents of the park were brought to the landlords' attention. The landlord responded that the tenants are difficult and no one can go near them or their property. The tenants are a problem and should know this.

Analysis

First I have considered the rent increase issued on September 28, 2015 and the Notice ending tenancy issued on February 5, 2016.

Section 36 of the Act provides:

> ***Amount of rent increase***
>
> ***36*** *(1) A landlord may impose a rent increase only up to the amount*
> *(a) calculated in accordance with the regulations,*
> *(b) ordered by the director on an application under subsection (3), or*
> *(c) agreed to by the tenant in writing.*
> *(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.*
> *(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.*
> *(4) [Repealed 2006-35-11.]*
> ***(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase****.*
>
> (Emphasis added)

As explained to the landlord during the hearing, rent increases may only be made in accordance with the Act and Regulation. The landlord has issued a rent increase to the

tenants, on Residential Tenancy Branch (RTB) form 45; used when issuing a standard rent increase. The allowable standard sum set for rent increases in 2016 is 2.9%. For rent of $290.00 this would result in a maximum rent increase of $8.41, not $15.00.

The landlord has not issued a notice of rent increase on RTB form 11, which must be used when a rent increase takes into account inflation plus any increase in local government levies and public utility fees. The landlord has not completed a RTB - 11 and is therefore, not entitled to increase the rent by any proportional sum.

Therefore, as the rent increase issued on September 28, 2015 exceeds the allowable amount set for a standard rent increase in 2016, I find that the rent increase is of no force.

Section 39 of the Act, referencing a Notice for unpaid rent, provides:

> *(3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.*
> *(4) Within 5 days after receiving a notice under this section, the tenant may*
>
> > *(a) pay the overdue rent, in which case the notice has no effect, or*
> > *(b) dispute the notice by making an application for dispute resolution.*

As the tenants were not required to pay the sum of rent imposed by the landlord I find that sections 36(5) and 39(3) of the Act apply. The tenants deducted the $15.00 rent increase and were entitled to do so as the rent increase failed to comply with the legislation. Therefore, as the Notice ending tenancy was based on the rent increase given, I find that the 10 day Notice to end tenancy for unpaid rent issued on February 5, 2016 is of no force and effect. The Notice is cancelled and the tenancy will continue until it is ended in accordance with the Act.

From the evidence before me I find that this the fourth hearing held since September 2014. Two of those hearings were required as the landlord had issued Notices to end the tenancy and the tenants disputed the Notices. The July 2015 hearing was held based on unpaid rent as the result of a previous rent increase, issued by the landlord, in breach of the legislation. The landlord had attempted to obtain an Order of possession and that application was dismissed.

I find that the landlord has failed to follow the recommendation given in the July 2015 decision regarding the issuing of rent increases. The landlord has an obligation to comply with the legislation but has failed to demonstrate an intention to do so. I find; given the Notice of rent increase issued on September 28 2015, shortly after the July 20, 2015 decision was issued, that the landlords' behaviour borders on willful noncompliance. The landlord is warned that any further notices of rent increase issued that fail to comply with the legislation could result in the imposition of administrative penalties pursuant to section 86.1 of the Act.

In consideration of the balance of the tenants claim for compensation I have taken section 7 of the Act into account. Section 7 of the Act provides:

Liability for not complying with this Act or a tenancy agreement

> ***7*** *(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
> *(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement* ***must do whatever is reasonable to minimize the damage or loss***
>
> (Emphasis added)

Residential Tenancy Branch policy suggests this means that the victim of the breach must take reasonable steps to keep the loss as low as reasonably possible. The applicant will not be entitled to recover compensation for loss that could reasonably have been avoided. Policy suggests that when steps are not taken to minimize the loss, an arbitrator may award a reduced claim that is adjusted for the amount that might have been saved.

In relation to the loss of door-to-door garbage removal, I have considered the definition of a service or facility provided in the Act:

> ***"service or facility"*** *includes any of the following that are provided or agreed to be provided by a landlord to the tenant of a manufactured home site:*
>
> *(a) water, sewerage, electricity, lighting, roadway and other facilities;*
> *(b) utilities and related services;*
> *(c) garbage facilities and related services;*
> *(d) laundry facilities;*
> *(e) parking and storage areas;*
> *(f) recreation facilities;*

There was no dispute that door-to-door garbage service had been a service provided by the landlord. The service is non-essential as a tenant is able to make other arrangements for garbage removal. As garbage is a service or facility section 21 of the Act applies:

> ***Terminating or restricting services or facilities***
>
> ***21*** *(1) A landlord must not terminate or restrict a service or facility if*
> *(a) the service or facility is essential to the tenant's use of the manufactured home site as a site for a manufactured home, or*
> *(b) providing the service or facility is a material term of the tenancy agreement.*
> ***(2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord***
> *(a) gives 30 days' written notice, in the approved form, of the termination or restriction, and*
> *(b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility*
>
> (Emphasis added)

I find that the landlord has failed to give proper notice of the restricted garbage service that replaced the door-to-door service. Rather than having garbage pick-up, since June 2013 the tenants have been required to take their garbage to a centralized bin. In the absence of proper notice given to the tenants, reducing the rent by a sum equal to the loss in value for the door-to-door garbage removal, I find, pursuant to section 55(2) of the Act, the rent must be reduced.

I find that mitigation was not required in relation to the claim for loss of garbage pick-up service, as the rent reduction should have commenced in July 2013 when the service was restricted. The landlord issued a letter to the tenants on June 29, 2013, informing them the collection service would be reduced. If that notice had been in the approved form the required rent reduction would have taken effect on October 1, 2013. However, as the service was reduced in July 2013 I find that proper notice should have been given three months prior.

Therefore, I find that for every month since July 2013 rent is reduced by what I find is a reasonable sum for the restriction of garbage services, in the sum of $15.00 per month. This recognizes the loss of value to the tenancy due to the restricted garbage service and takes into account the fact that some form of garbage removal continues.

Therefore, I find the tenants are entitled to total compensation to April 1, 2016 in the sum of **$525.00** (35 months X $15.00.) This rent reduction, issued pursuant to section 58(1)(f) of the Act, alters the monthly rent payable to **$275.00**.

Section 28 of the Act provides the standard when a tenant claims a loss of quiet enjoyment:

> ***Protection of tenant's right to quiet enjoyment***
>
> ***28*** *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*
>
> *(a) reasonable privacy;*
> *(b) freedom from unreasonable disturbance;*
> *(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
> *(d) use of common areas for reasonable and lawful purposes, free from significant interference*

Residential Tenancy Branch Policy suggests that a claim for quiet enjoyment must include consideration of factors such as the amount of disruption suffered by the tenants, the reasons for the disruptions, if there was any benefit to the tenants for the disruptions and whether or not the landlord made his or her best efforts to minimize any disruptions to the tenant. I find this to be a reasonable policy.

In relation to the tenants claim for compensation for loss of quiet enjoyment based on the repeated need to file for arbitration I find that the landlord has shown disregard for the rent increase provisions set out in the Act and Regulation and, as a result, has impacted the tenants' right to be free from the disturbance caused as the result of Notice's to end tenancy. If the landlord complied with the legislation the tenants would not feel forced to apply for dispute resolution.

I have applied section 60 of the Act, which provides:

> ***Director's orders: compensation for damage or loss***
>
> ***60*** *Without limiting the general authority in section 55 (3) [director's authority respecting dispute resolution proceedings], 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.*

Therefore, I find that the tenants are entitled to nominal compensation in the sum of **$100.00** in recognition of the loss of enjoyment suffered in having to make another application for dispute resolution, in the fear they could be evicted. This compensation is issued as the direct result of non-compliance with the legislation, by the landlord.

The landlord is warned that any further Notices to end tenancy issued without proper cause could be found to form the basis of a further loss of quiet enjoyment and value of the tenancy. The tenants are faced with disputing Notices, to ensure that their rights are protected and should be free to enjoy their home without the repeated need to apply for dispute resolution when the landlord should be aware that the rent increases given do not comply with the Act.

I have considered the removal of the fence that was along the property line of the tenants' site. There was the absence of any evidence of a remedial order issued by the city requiring removal of that fence. The only copy of a remedial order before me was supplied by the tenants; it did not refer to the removal of fencing. From the evidence before me I find that the fence was serviceable and provided the tenants with a level of privacy and freedom from incursion by others, onto their site. I find that the landlord would have been aware that removal of this fence could reasonably be expected to contribute to a loss of quiet enjoyment of the tenant's site. The purpose of a fence is to provide a certain level of security and privacy, and that was removed by the landlord.

In setting compensation for this loss I have considered the absence of any request made by the tenants to have the fence replaced or any communication to the landlord that removal of the fence resulted in a loss of quiet enjoyment. I have also considered the summary removal of the fence, with no warning given to the tenants and what I find any reasonable person would expect as a result; that the removal of the fence would form a loss to the tenants.

Therefore, I find that the tenants are entitled to compensation in the sum of **$400.00** for the loss of the fence and the resulting impact on their level of privacy and security.

In relation to the balance of the claim made by the tenants I find that the tenants have failed to demonstrate that they made any attempt to inform the landlord of the losses they have claimed. The relationship between the parties is obviously strained. However, it would be expected that the tenants would take steps to inform the landlord of their concerns, in writing. That did not occur. Notice given, setting out the repair and maintenance issues given to the landlord would mitigate a claim made. The landlord would then have a reasonable period of time to respond and to make repairs or take action, as required by the Act. Therefore, the balance of the claim is dismissed.

As there is not a signed agreement I find that the tenancy is bound by the standard terms set out in the *Manufactured Home Park Tenancy Regulation*. A copy of the schedule is appended after the conclusion of this decision.

Therefore, pursuant to section 58(1)(f) of the Act the tenants are entitled to reduce the $275.00 rent until such time as the total of $1,025.00 compensation is recovered. Rent abatement may commence May 1, 2016 and continue for three full months ($825.00.) No rent will be payable from May 2016 to ~~September~~ July 2016. In ~~October~~ August 2016 rent owed will be ~~$175.00~~ 200.00. Commencing November 2016 the tenants will resume paying the full sum of rent owed, $275.00.

Conclusion

The 10 day notice ending tenancy for unpaid rent issued on February 5, 2016 cancelled.

The notice of rent increase issued on September 28, 2015 does not comply with the legislation.

The tenants are entitled to a total of $500.00 for loss of quiet enjoyment.

The tenants are entitled to compensation in the sum of $525.00 for restriction of garbage collection services.

The total owed to the tenants may be deducted from rent owed.

Rent is now $275.00 per month.

The balance of the claim is dismissed.

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

Corrected: April 11, 2016

Residential Tenancy Branch

Schedule

1 Application of the Manufactured Home Park Tenancy Act

(1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Manufactured Home Park Tenancy Act or a regulation made under

that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

(a) a rent increase given in accordance with the Manufactured Home Park Tenancy Act;

(b) a withdrawal of, or a restriction on, a service or facility in accordance with the Manufactured Home Park Tenancy Act;

(c) park rules established in accordance with the Manufactured Home Park Tenancy Act and the regulations;

(d) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.

2 Security

(1) The landlord is not permitted to require or accept a security deposit for a manufactured home park tenancy.

(2) The landlord is permitted to require security, in the form of proof of third party insurance, against damage to the park caused by moving the manufactured home on or off the manufactured home site.

3 Pets

(1) Any term of this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the manufactured home site is subject to the rights and restrictions under the Guide Animal Act.

(2) The landlord is not permitted to require or accept a pet damage deposit for a manufactured home park tenancy.

4 Payment of rent

(1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is late, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 21 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the manufactured home park without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

5 Rent increases

(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months' notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3

whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulations. If the tenant thinks the rent increase is more than is allowed by the regulations, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy office.

6 Assign or sublet

(1) The tenant may assign the tenancy agreement or sublet the manufactured home site to another person only if one of the following applies:

(a) the tenant has obtained the prior written consent of the landlord of the park to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;

(b) the tenant has obtained an order of the director authorizing the assignment or sublease.

The landlord and tenant must follow the specific procedure when consent is sought. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Manufactured Home Park Tenancy Act.

7 Repairs

(1) Landlord's obligations

(a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order of the director under the Manufactured Home Park Tenancy Act for the completion and costs of the repair.

(c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site, or the assign of the tenant, unless the obligation to do so is a term of this tenancy agreement.

(2) Tenant's obligations

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Manufactured Home Park Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs

(a) The landlord must post and maintain in a conspicuous place in the manufactured home park, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the manufactured home park and are limited to repairing

(i) major leaks in pipes,

(ii) damaged or blocked water or sewer pipes, or

(iii) the electrical systems.

8 Occupants and guests

(1) The landlord must not stop the tenant from having guests under reasonable circumstances on the manufactured home site and in common areas of the manufactured home park.

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants on the manufactured home site is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the Manufactured Home Park Tenancy Act.

9 Locks

(1) The landlord must not change locks or other means of access to the manufactured home park unless the landlord provides each tenant with new keys or other means of access to the manufactured home park.

(2) The tenant must not change locks or other means of access to common areas of a manufactured home park unless the landlord agrees in writing to the change.

10 Landlord's entry on to manufactured home sites

(1) For the duration of this tenancy agreement, the manufactured home site is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the manufactured home site.

(2) The landlord may enter the manufactured home site only if one of the following applies:

(a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

(i) the purpose for entering, which must be reasonable, and

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

(b) there is an emergency and the entry is necessary to protect life or property;

(c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

(d) the tenant has abandoned the site;

(e) the landlord has an order of the director or of a court saying the landlord may enter the site;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served.

11 Ending the tenancy

(1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) This notice must be in writing and must

(a) include the address of the manufactured home site,

(b) include the date the tenancy is to end,

(c) be signed and dated by the tenant, and

(d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

(3) If this is a fixed term tenancy, and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Manufactured Home Park Tenancy Act.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Manufactured Home Park Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

12 Landlord to give tenancy agreement to tenant

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

13 Arbitration of disputes

Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the Manufactured Home Park Tenancy Act.

[Provisions of the Manufactured Home Park Tenancy Act, S.B.C. 2002, c. 77, relevant to the enactment of this regulation: sections 89 and 96]