



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding one cliff Properties Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, FF

### Introduction

This hearing was convened in response to the Tenant's application for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on May 05, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence submitted with the Application for Dispute Resolution were served to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On May 24, 2016 the Landlord submitted 96 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was mailed to the Tenant on May 24, 2016. The Tenant stated that he received these documents on May 30, 2016 and that he does not need an adjournment for the purposes of considering the Landlord's evidence package. As the Tenant acknowledged receiving the Landlord's evidence and he declined the opportunity for more time to consider the evidence, the Landlord's evidence was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to make relevant submissions, and to ask relevant questions.

### Preliminary Matter

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure stipulate that a claim is limited to issues identified on the Application for Dispute Resolution. These proceedings relate specifically to the Tenant's claim for compensation pursuant to section 42 of the the *Manufactured Home Park Tenancy Act* and to recover the fee for filing an Application for Dispute Resolution, as those are the issues identified on the Tenant's Application.

The parties were advised that I am unable to determine whether money is owed to the Landlord at these proceedings as that is not an issue identified on an Application for

Dispute Resolution that is before me. The Landlord retains the right to file an Application for Dispute Resolution seeking compensation from the Tenant.

### Issue(s) to be Decided

Is the Tenant entitled to compensation for being required to vacate the rental unit pursuant to section 42 of the *Manufactured Home Park Tenancy Act (Act)*?

### Background and Evidence

The Landlord and the Tenant agree that:

- this tenancy began prior to this Landlord purchasing the property;
- neither party is certain when the tenancy began;
- during the latter portion of the tenancy the Tenant was required to pay rent of \$215.40 by the first day of each month;
- on August 14, 2014 the Landlord served the Tenant with a 12 Month Notice to End Tenancy, served pursuant to section 42 of the *Act*;
- the 12 Month Notice to End Tenancy declared that the Tenant must vacate the rental site by August 31, 2015;
- the 12 Month Notice to End Tenancy was the subject of a dispute resolution hearing on December 05, 2014, at which time the Notice to End Tenancy was upheld;
- on December 12, 2014 the Landlord was granted an Order of Possession for the site;
- the site was not vacated until sometime in December of 2015; and
- the Landlord has not provided the Tenant with compensation in accordance with section 44(1) of the *Act*.

The Agent for the Landlord stated that the Landlord has not yet paid the Tenant compensation in accordance with section 44(1) of the *Act* as the Landlord believes the Tenant owes money to the Landlord as a result of the Tenant failing to vacate the rental site in accordance with the Order of Possession that was granted on December 12, 2014. The Agent for the Landlord acknowledged that the Landlord does not currently have a court Order requiring the Tenant to pay money to the Landlord.

### Analysis

Section 44(1) of the *Act* stipulates that a tenant who receives a notice to end a tenancy under section 42 of the *Act* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of 12 months' rent payable under the tenancy agreement. On the basis of the undisputed evidence I find that the Tenant received a 12 Month Notice to End Tenancy, served pursuant to section 42 of the *Act*, and that he is therefore entitled to compensation in the amount of \$2,584.80, which is the equivalent of 12 months' rent.

I am not aware of anything in the *Act* that stipulates payment under section 42 of the *Act* is required only if the Tenant vacates the site in accordance with the Notice to End Tenancy. I therefore find that the Tenant is entitled to compensation pursuant to section 42 even though he did not vacate the site until December of 2015.

find that the Tenant is entitled to compensation under section 42, whether or not they vacated the rental site on the effective date of the Notice to End Tenancy,

I find that the Tenant's application has merit and that he is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I find that the Tenants have established a monetary claim of \$2,684.50, which is comprised of \$2,584.50 as compensation for being required to vacate the rental unit and \$100.00 in compensation for the cost of filing this Application.

Based on these determinations I grant the Tenant a monetary Order in the amount of \$2,684.50. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of the Court.

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

Dated: June 01, 2016

---

Residential Tenancy Branch