



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, OPT, AS, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*, for a monetary order for compensation for loss under the *Act*, for an order of possession, for an order allowing the tenant to assign the rental pad and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant agreed that she had not served a copy of her evidence to the landlord. Therefore the tenant's evidence was not used in the making of this decision.

The tenant testified that she is still in possession of the rental pad and therefore the tenant's application for an order of possession is moot and accordingly dismissed.

Issues to be decided

Is the tenant entitled to compensation? Has the landlord unreasonably withheld permission to assign the rental pad to a new tenant?

Background and Evidence

The tenancy started in 20015. The tenant owns the mobile home and pays pad rent in the amount of \$441.00, on the first of each month. The tenant testified that she attempted to sell her mobile home and prior to making this application, she had two potential buyers.

The first buyer was the tenant's sister. The testimony of the parties differed with regard to the events that led to the collapse of this sale. The tenant stated that her sister contacted the landlord in August 2016 and because the landlord did not return her calls, it took several calls before the landlord allowed her to pick up an application form.

The tenant testified that her sister filled out the form and about a month later found out from the landlord that he was unable to get a credit check done. By this time, the tenant's sister changed her mind because she needed a place for October 01, 2016 and a sale would not be completed by then. Sometime in September 2016, the tenant's sister informed the landlord that she was no longer interested.

The landlord stated that the tenant's sister is known to him because she visits her boyfriend in the home park. The landlord testified that sometime in June or July 2016, the tenant's sister mentioned to him that she was interested in purchasing her sister's mobile home. The landlord stated that he asked her to pick up an application form from the office. The landlord stated that she submitted her application on August 30, 2016 and it was incomplete. The landlord testified that he met with her twice to discuss the incomplete application.

The landlord stated that the application was missing a social insurance number and the tenant's sister sent it to him by text message. He was unable to use the number provided and therefore was unable to obtain a credit check. The landlord stated that the tenant's sister later informed him that she was no longer interested. The landlord also stated that the tenant's sister had a big dog which would not be permitted in the park.

The tenant testified that the second potential buyer had difficulty setting up an appointment to meet the landlord after the first arranged appointment was cancelled by the landlord. The parties subsequently met and the landlord informed the potential buyer about the policy of the park with regard to large dogs. The buyer had a dog that would not be permitted in the park and therefore the deal did not materialize.

The tenant stated that she had plans that involved finances from the sale of the mobile home and since the landlord was uncooperative, the home did not get sold. The tenant is making a claim for compensation in the amount of \$871.00 which is equivalent to about two months' rent.

Analysis

Based on the testimony of both parties, I find that the tenant has not proven that the landlord unreasonably withheld permission from the tenant to reassign the rental pad. I accept that the landlord was difficult to contact and cancelled an appointment to meet a prospective buyer, but the actions of the landlord do not justify the tenant's claim for compensation.

Based on the testimony of both parties, I find that the deals fell through because both parties had large dogs and would be in contravention of the terms of the home park tenancy agreement. In addition the landlord was unable to carry out a credit check on one of the potential buyers.

Even though I find that the tenant is not entitled to compensation, I order the landlord to cooperate fully with the tenant in her attempts to sell her mobile home. The landlord must respond to calls within a reasonable time frame and must also keep appointments to meet prospective buyers.

Based on the above, I find that the tenant has not proven her case and accordingly, she must bear the cost of filing this application.

Conclusion

The tenant's application is dismissed 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: November 24, 2016

Residential Tenancy Branch