



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STONECLIFF PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNDC

Introduction

Pursuant to section 51 of the *Manufactured Home Park Tenancy Act* (“Act”), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- a monetary order for unpaid rent or utilities, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Manufactured Home Park Tenancy Regulation* or tenancy agreement, pursuant to section 60.

The two tenants, “tenant WJ” and “tenant BJ,” did not attend this hearing, which lasted approximately 54 minutes. The landlord’s three agents, “landlord VB”, “landlord RB” and “landlord HK” (collectively “landlord”) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Landlord VB confirmed that she is the president, landlord RB confirmed that he was the director of operations and on-site manager while the park was open, and landlord HK confirmed that he is the chief financial officer, all working for the “landlord company” named in this application. Landlord VB confirmed that all three agents had authority to speak on behalf of the landlord company at this hearing.

“Advocate PL” attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. He confirmed that he received the landlord’s application on July 22, 2016, by way of email. Landlord VB confirmed that in addition to mailing the application to the two tenants, she forwarded a “courtesy” email to advocate PL because he told her that he was representing the two tenants and many other tenants in the park. Advocate PL denied that he advised the landlord that he was representing the two tenants and said that he had not spoken to the two tenants at all, except for tenant BJ on the day before this hearing. Advocate PL confirmed that he spoke with tenant BJ for approximately five minutes and notified him that he had received the landlord’s application. Advocate PL stated that he was informed by tenant BJ that he had not received the landlord’s

application, had no information regarding the contents of the application and was not appearing at the hearing because he had no notice of the hearing. Advocate PL said that he notified tenant BJ that he would be appearing at the hearing because he was served with the application. He stated that tenant BJ agreed that he could notify all parties at the hearing that tenant BJ did not intend to appear at the hearing and he had no instructions as to how to proceed because tenant BJ was not served with the documents. Advocate PL reiterated numerous times to the landlord during the hearing that he was not the authorized agent or representative for the two tenants named in this application and for the landlord not to serve him with any documents relating to the two tenants.

Preliminary Issue – Service of Landlord's Application

Landlord RB testified that he did not know the date when the tenants were served with the landlord's application for dispute resolution hearing package. Landlord RB had the entire duration of the 54 minute hearing in order to search for the date of service. The landlord provided a service date of March 29, 2016, prior to when the application was filed in July 2016, for service of other documents to the two tenants. The landlord provided a Canada Post receipt and three tracking numbers of documents sent to the tenants' three different addresses.

As per section 52(3) of the *Act*, the landlord is required to serve an application upon the tenants within three days of making it. During the hearing, the landlord could not confirm a date of service under section 82 of the *Act*. Therefore, I find that the tenants were not served with the landlord's Application as required under the *Act*.

At the hearing, I advised the landlord's three agents that the landlord's application was dismissed with leave to reapply. I notified the landlord's three agents that the landlord could file a new application for dispute resolution and pay a new filing fee if the landlord wished to pursue this matter further.

A lengthy discussion ensued over service of documents during this hearing. I notified the landlord's three agents that they would be required to serve the two tenants with their application in accordance with section 82 of the *Act* and provide proof of service at the next hearing. I reminded the landlord's three agents that they were cautioned by an information officer at the Residential Tenancy Branch ("RTB") twice on July 12, 2016, that the PO Box address that they had provided on their application for the two tenants was not a forwarding address and that they may not be successful at this hearing regarding service. Landlord VB denied receiving these cautions. I cautioned the landlord's three agents that the three addresses that they obtained from mail received

from the two tenants as well as the address of the company that removed their belongings from the park were not forwarding addresses that were provided by the two tenants at the end of the tenancy, nor were they residential addresses for the tenants. I cautioned the landlord's three agents that advocate PL had confirmed that he was not the agent for the two tenants and he could not be served with their documents.

I notified the landlord's three agents that they could apply for an order for substituted service under section 64 of the *Act* to serve the two tenants using a method outside of section 82 of the *Act*, after exhausting the personal and registered mail serving options under section 82. The landlord's three agents confirmed that they understood all of the above information.

Conclusion

The landlord's entire application is dismissed with leave to reapply.

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: January 09, 2017

Residential Tenancy Branch