



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE POOL CAMPSITE INCORPORATED`
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on December 21, 2016 (the "Application"). The Tenant applied for an order allowing him to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act").

The Tenant attended the hearing on his own behalf. The Landlord was represented at the hearing by J.L. All parties giving oral testimony provided a solemn affirmation.

The Tenant testified the Landlord was served with the Tenant's Application package in person on December 23, 2016. On behalf of the Landlord, J.L. acknowledged receipt. I find the Landlord was duly served with the Tenant's Application package on December 23, 2016.

The Landlord also submitted a documentary evidence package. On behalf of the Landlord, J.L. testified it was served on the Tenant, in person, on January 7, 2017. The Tenant acknowledged receipt. I find the Tenant was duly served with the Landlord's documentary evidence on January 7, 2017.

Both parties were represented at the hearing and were prepared to proceed. Neither party raised any issues with respect to service or receipt of the above documents. The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The hearing commenced as scheduled on January 30, 2017. However, due to concerns about the Tenant's health during the hearing, it was discontinued to provide J.L. with an opportunity to contact emergency medical services, which she did. Following the hearing, the parties were contacted by the Residential Tenancy Branch and agreed to reschedule the hearing on February 3, 2017.

Issue to be Decided

Is the Tenant entitled to an order allowing him to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The Tenant rents a space in a campsite operated by the Landlord, where he has parked his trailer. The campsite is an approved affordable housing alternative in the region. The parties agreed the tenancy began in or about October 2015. The Ministry of Social Development and Social Innovation (the "Ministry") pays rent to the Landlord in the amount of \$425.00 per month.

The Tenant sought an order allowing him to reduce rent for services or facilities agreed upon but not provided by the Landlord. He submitted that the amount paid by the Ministry includes all utilities, including electricity and cable charges. In support, the Tenant submitted a Shelter Information form, dated September 21, 2015, which indicates the rent payment includes utilities.

The Tenant testified that he was presented with an additional invoice for electricity and cable charges, but that he has refused to pay this amount. As a result, the Landlord disconnected the Tenant's cable service, which he wishes to have restored.

In reply, and on behalf of the Landlord, J.L. acknowledged the Ministry pays the Landlord \$425.00 per month. However, she testified that rent for the site is \$350.00 per month. The balance, or \$75.00, is then applied to utilities selected by the Tenant. In this case, the \$75.00 is applied to electricity and basic cable charges because the Tenant has made alternate arrangements for telephone and internet service. In some months, the Tenant earns a credit; in other months – particularly during the winter when heating costs are greater – the Tenant will have a balance owing. In support, the Landlord submitted into evidence a number of utilities invoices for a number of tenants, including the Tenant, confirming this arrangement.

J.L. testified that, until recently, the Tenant had a credit. However, increased winter electricity costs resulted in additional charges. She confirmed the Tenant was advised of this arrangement at the beginning of the tenancy, and was advised of the amount owing when it arose. However, the Tenant has refused to pay. Accordingly, the Landlord disconnected cable service, which was paid by the Tenant. The Landlord is prepared to reconnect cable service if the Tenant agrees to pay utility charges when due.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 58(1) of the *Act* permits an arbitrator to order that a tenant may deduct an amount from rent to be expended on a service or facility. In this case, the Tenant testified his monthly rent of \$425.00, paid by the Ministry, includes electricity and cable charges, and that the Landlord should not have disconnected cable. The Landlord testified the Tenant is obligated to pay for electricity and cable charges, and that the lump sum payment received from the Ministry is for convenience only and does not represent payment in full for rent and utilities.

I find there is insufficient evidence before me to conclude the Tenant is entitled to the relief sought. I find the Shelter Information form is not a tenancy agreement between the parties. Rather, I find that payment of a fixed amount by the Ministry of Social Development and Social Innovation is for convenience only and does not represent payment of rent and utilities in full. The Tenant must pay the cable and electricity charges presented by the Landlord as appropriate. The Tenant's Application is dismissed.

Conclusion

The Tenant's Application is dismissed.

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: February 03, 2017

Residential Tenancy Branch