



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the *Manufactured Home Park Tenancy Act* (the “Act”) for an order of possession, and for a monetary order for unpaid rent.

Both parties appeared gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary issue

At the outset of the hearing the tenant indicated that they did not sign the tenancy agreement and this matter should be heard by the Supreme Court. The tenant acknowledged that they are the owner of the manufacture home that possesses a site within the manufacture home park, and they do not own the land.

At the outset of the hearing the tenant stated that they have never dealt with the applicant and are unsure who they are.

The landlord stated that they were the owner of the manufacture home park, which was sold on January 31, 2017. The landlord stated that the only reason that they do not have a signed copy of the tenancy agreement was because the tenant did not send back their copy. Filed in evidence is a copy of that agreement.

Under the Manufacture Home Park Act Part 1 defines the following:

"landlord", in relation to a manufactured home site, includes any of the following:

- (a) **the owner of the manufactured home site**, the owner's agent or another person who, on behalf of the landlord, permits occupation of the manufactured home site under a tenancy agreement;...

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities;

[My Emphasis added.]

I am satisfied that the landlord was the owner of the manufacture home site up to January 31, 2017. The tenant provided no evidence to the contrary.

Further, simply because the tenant did not sign the tenancy agreement does not mean that there was no agreement to rent the site. In this case, the tenant is the owner of the manufacture home that possesses a site within in the manufacture home park. The tenant is not the owner of the park and has no interest greater than that of a tenant.

I find the *Act* applies to this matter. Therefore, I find it appropriate for the landlord's claim to proceed at today's hearing

The landlord stated that since the park has been sold they are not seeking an order of possession.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background, Evidence and Analysis

The tenancy began on August 1, 2011. Site rent in the amount of \$250.00 was payable on the 1st of each month as indicated in the tenancy agreement. The agreement was signed by the landlord's agent at the time.

Although the tenant argued that they did not sign the agreement. I find they are a tenant under the agreement whether written or oral express or implied.

The tenant's manufactured home possesses the site, which is within the manufacture home park. I find it would be unreasonable for the tenant not to pay rent as rent is the most basic term of any tenancy agreement.

I accept the evidence of the landlord that the site rent of \$250.00 is payable on the 1st of each month by the tenant. Therefore, **I find rent in the amount of \$250.00 is due on the 1st of each month by tenant.**

The landlord testified that the tenant has not paid any since June 2014. The landlord stated that the tenant told their property agent that they were having financial difficulties and had many excuses. The landlord stated that since they sold the park that their only remedy is to seek a monetary order for unpaid rent in the amount of \$8,000.00.

The tenant testified that they do not have any idea what the landlord is talking about.

I, the Arbitrator, asked the tenant directly if they paid any rent during the period of June 2014 to January 2017. The tenant refused to answer the questioned. The tenant was asked the same question several times and failed again to answer my question. I informed the tenant that if they do not answer my question, I can only reasonably conclude that they did not pay any rent during this time. The tenant did not respond.

In light of the above, I find that the landlord has established a total monetary claim of **\$8,000.00** comprised of unpaid rent from June 2014 to January 2017. I grant the landlord a formal order pursuant to section 60 of the *Act*. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I also find it appropriate to make the following orders:

I Order the tenant to comply with Section 20 of the Act, Rules about payment and nonpayment of rent.

The tenant is cautioned if they fail to pay rent as ordered above, or as indicated in a new written tenancy with the new landlord; that the landlord is at liberty to end the tenancy pursuant to section 39 of the *Act*.

I Order the landlord to provide a copy of this decision to the new owners of the manufactured home park. As this decision is related to a continuing tenancy which has now passed to them under the sale of the property.

Conclusion

The tenant failed to pay rent. The landlord is granted a monetary order pursuant to section 60 of the Act.

The tenant is cautioned that they must pay rent as stated above or as stated in a new written tenancy agreement. Should the tenant fail to pay rent the landlord is entitled to issue a notice to end the tenancy.

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: March 01, 2017

Residential Tenancy Branch