



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRADEWINDS ESTATES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, O, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 55;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's two agents (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both landlord agents confirmed that they were the owners of the landlord company named in this application and they had authority to represent it at this hearing. This hearing lasted approximately 38 minutes in order to allow both parties to fully present their submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence. In accordance with sections 82 and 83 of the *Act*, I find that the landlord was duly served with the tenant's application.

Pursuant to section 57(3)(c) of the *Act*, I amend the tenant's application to include the full legal name of the landlord company, which the tenant stated incorrectly. The landlord provided the correct legal company name during the hearing but objected to the amendment. However, the landlord showed no prejudice. I find that there is no prejudice to either party in making this amendment, as this decision is only enforceable using the legal names of both parties.

### Analysis

At the outset of the hearing, the tenant confirmed that he did not specifically apply for any monetary orders but he wanted to recover his postage fees. The tenant is not entitled to any postage fees relating to this hearing; only hearing-related filing fees are recoverable. Further, the tenant did not apply for any monetary orders in his application.

The tenant stated that he filed this application in order for me to determine whether he should pay a repair bill relating to a breaker box to the landlord. He confirmed that he had not paid the bill yet but the landlord was planning to put a lien on his trailer for failure to pay the bill. The tenant confirmed that all of the above were future events that had not yet occurred.

I find that the determination and decision requested by the tenant is not appropriate. This is not a situation where the tenant has paid a bill and requested reimbursement from the landlord because it is the landlord's responsibility to pay the bill. This is a situation where the tenant is asking for advice on whether he should pay a repair bill to the landlord because he feels he should not have to. The tenant has not suffered any loss or damage for which he is claiming specific relief. Similarly, the landlord has not advanced a claim against the tenant.

It is not appropriate for me to undertake a purely academic exercise and make a pre-emptive determination as to the merits of the tenant's claims before they have been made. The tenant has described future hypothetical events that have not yet occurred and may never occur. I cannot give advice to the tenant as to whether he should pay a repair bill as this is an inappropriate action for an Arbitrator to undertake in a hearing. The role of an Arbitrator is to decide the merits of a party's claim for damages, loss, or other specific relief under the *Act*, not provide advice on how to act during a tenancy.

Pursuant to section 52(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. I find that the tenant has not identified any relief to which he is entitled on this application and his entire application, with the exception of the filing fee, is dismissed with leave to reapply. I notified both parties about the above decision during the hearing.

As the tenant was unsuccessful in proceeding with this hearing, I find that he is not entitled to recover the \$100.00 application filing fee from the landlord.

Conclusion

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the tenant's 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: August 04, 2017

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Residential Tenancy Branch