



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

n

## **DECISION**

Dispute codes      OLC FF

### Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to the service of the application and evidence on file.

### Issues

Should an order be issued requiring the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

The rental unit is a mobile home located on a 0.6 Acre property adjoining the property on which the landlord operates a Health Centre. The landlord purchased this adjoining property on September 1, 2016. The tenant was residing in the mobile home which she owns at the time of purchase of the property by the landlord. The previous owner of the property encouraged the landlord to continue the tenants lease which was on a month to month basis. The landlord agreed to continue the lease as they had no immediate plans for the newly acquired site. On September 1, 2016 the parties entered into a Manufactured Home Site Tenancy Agreement. The tenancy agreement was for a one-year fixed term ending on August 31, 2017. The lease addendum provided for an option for the tenant to renew the lease for an additional 6 month term after which the

tenant would be required to vacate the manufactured home site including removal of the mobile home. The addendum also stipulates the tenant was not permitted to assign or sublet the unit without the landlord's consent. The monthly pad rent was \$250.00 payable on the 1<sup>st</sup> day of each month. The rent for the original 12 month lease was also paid to the landlord by the seller of the property on behalf of the tenant. The tenant sold the mobile home on August 10, 2017, before the expiry of the original 1 year term, and has since vacated the site.

The tenant is claiming the equivalent of twelve month's rent as compensation for notice to end tenancy for landlord's use of property. The tenant is claiming the landlord is re-purposing the mobile home park and the 1 year lease served as notice to her end her tenancy. As such she should be entitled to 12 month's rent as compensation from the landlord irrespective of the original owner paying her rent for the first 12 months of the lease. The tenant submits the original owner covered the rent for the first 12 months as he had misrepresented his intentions to sell the property. She purchased the mobile home for \$15,000 and now had to sell it at a loss as her lease was expiring. She did not exercise the renewal option as she did not want to move in the winter months.

The landlord argues the tenant entered into a 1 year lease and knew her trailer would need to be removed at the end of the lease. The tenant has already received 12 months compensation as her rent for the first 12 months was paid by the previous owner of the property. The tenant was not been issued any Notice to End Tenancy under the Act.

### Analysis

Section 44(1) of the Act provides that a tenant who receives a Notice to End Tenancy under section 42 [*landlord's use of property*] is entitled to receive from the landlord an amount that is equivalent to twelve month's rent payable under the tenancy agreement.

Section 37(1)b of the Act stipulates that a tenancy ends if the tenancy is a fixed term tenancy agreement that provides the tenant must vacate the manufactured home site on the date specified as the end of the tenancy.

I find the tenant did not receive a Notice to End Tenancy under section 42 of the Act which triggers the entitlement to the twelve month compensation claimed by the tenant. The tenant's argument that the 12 month fixed term lease served as Notice to End Tenancy under the Act is not valid. The tenant entered into this lease voluntarily and this lease does not constitute a Notice to End Tenancy under the Act.

The tenant's claim for an amount equivalent to twelve month's rent is dismissed.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the filing fee paid for this application.

Conclusion

The tenant's application is dismissed without 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 *Residential Tenancy Act*.

Dated: August 21, 2017

---

Residential Tenancy Branch