



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OLC RR FF

Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 55;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 58;
- authorization to recover the filing fee for this application pursuant to section 65.

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.

The landlord acknowledged receipt of the tenant's application for dispute resolution but stated it was served by priority post versus registered mail as required under the Act. I advised the landlord that as she has nevertheless received the application I deem her to be served and the hearing proceeded. There were no issues raised with respect to the service of the respective evidence on file.

Issues

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

Should an order be issued to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided?

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

Background and Evidence

This Manufactured Home Park tenancy began on October 1, 1998. The current monthly pad rent is \$404.00 payable on the 1st day of each month.

The tenant's advocate submits the tenant has lived in the rental unit since 1998. The past owner of the park assured the tenant that the entirety of the space surrounding his manufactured home extending to the street was part of his site. The large site is why the tenant agreed to enter into this tenancy. In November 2015, the landlord erected a fence around the tenant's site reducing its size by one quarter. The tenant is seeking a \$100/month past and future rent reduction.

The landlord testified that in August of 2015 there was a fire on the site in behind the tenant's site. As a result the entire neighboring lot needed to be redeveloped and notice was given to the tenant. The redevelopment of the neighboring lot was done with permits and within city by-laws. The tenant was advised that he was no longer going to be permitted to use the area outside of his tenancy agreement as he was not maintaining the area to the satisfaction of the landlord. The landlord submits the tenancy agreement contains a description of the pad being rented and the area in question does not fall within this description. The tenant just like some other tenants in the park are at times permitted to utilize space outside of the boundaries established in their tenancy agreement so long as they maintain the area within park standards. The landlord does not agree to the rent reduction claimed by the tenant and submits the tenant's rental site as per the original tenancy agreement has not been reduced.

Analysis

The tenancy agreement provides a description of the trailer pad boundaries. The tenant is not disputing the boundaries as described in the tenancy agreement but rather argues that it was implied by the tenancy agreement, the actions of the previous park owner and the current owner that his site extended to the curb line.

I do not accept the tenant's argument that by allowing him to utilize the area outside the site boundaries for a period of 17 years, it should be implied that this area falls within his site boundaries. I find the landlord was simply permitting him to utilize this area and it was neither an express or implied term of the tenancy agreement. The tenant did not present any evidence from the previous park owners that this area was included in his tenancy.

As the area in question was not within the tenants site boundaries as defined in the tenancy agreement, I find the landlord has not contravened the Act or the tenancy agreement and has not reduced the tenant's site.

The tenant's application requesting an order for the landlord to comply with the Act and for a past and future rent reduction is dismissed.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

Conclusion

The tenant's application is dismissed in its entirety 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 *Manufactured Home Park Tenancy Act*.

Dated: November 08, 2017

Residential Tenancy Branch