



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPB MNDC FF

Introduction

This hearing was convened in response to the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for Orders as follows:

- an order of possession based on a breach of an agreement pursuant to section 48;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60;
- 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 tenant acknowledged service of the landlord's application and evidence package.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary award for compensation for loss?

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

Background and Evidence

On October 8, 2016 the parties renewed this long term tenancy for an additional 8 month fixed term expiring on May 31, 2017. The monthly rent as per the renewed agreement was \$435.00 payable on the 1st day of each month. The agreement entered into and signed by both parties required the tenant to vacate the rental unit on May 31, 2017. Both the tenant and the landlord initialed the box portion of the tenancy agreement stipulating this requirement.

The landlord is requesting an order of possession pursuant to the tenant's agreement to vacate the rental site at the end of the fixed term. The landlord testified he sent a

reminder letter to the tenant in writing on March 27, 2017 and also issued receipts to the tenant for “use and occupancy only” for any rent payments received after the end of the fixed term. A copy of the letter and receipts were submitted as evidence.

The landlord is also claiming loss of rent in the amount of \$1800.00. The landlord testified this amount is based on a monthly amount of \$750.00 which the tenant verbally agreed to if additional occupants that had been residing on the site were not removed. The landlord is claiming this additional amount from the period of June 2017 through to November 2017. The landlord submits the tenant initialed the use and occupancy receipts which provided a breakdown of the additional monies outstanding.

The tenant submits he never signed anything agreeing to pay the increased rent of \$750.00. The tenant submits the landlord stipulates a vacate clause on every yearly renewal and the co-landlord (the landlord's mom) and sister verbally assured the tenant he could continue his tenancy for the rest of his life. The tenant submits he has resided on this property for over 35 years. The tenant testified he was never informed that he was required to vacate at the end of the fixed term and he did not receive the reminder letter referred to by the landlord.

Analysis

Pursuant to Section 37(1)(b) of the Act, a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides the tenant will vacate the rental unit on the date specified as the end of the tenancy.

The agreement entered into and signed by both parties required the tenant to vacate the rental unit by May 31, 2017. Both the tenant and the landlord initialed the box portion of the tenancy agreement stipulating this requirement.

I find the tenancy agreement signed by both the parties is clear on the requirement for the tenant to vacate at the end of the fixed term. I also accept the landlord's testimony and evidence that he sent a reminder letter to the tenant plus the receipts issued to the tenant after May 31, 2017 clearly indicate they were for use and occupancy only. The tenant has provided insufficient evidence that he was provided assurance from the co-landlord that his tenancy could continue.

Therefore, I find the landlord was entitled to possession of the rental unit effective May 31, 2017. The landlord is granted an order of possession pursuant to section 48 of the Act.

The rent as per the tenancy agreement was \$435.00 per month. A landlord may impose a rent increase only up to the amount calculated in accordance with the Regulation, ordered by the Director or agreed to by the tenant in writing. A notice of rent increase must also be in writing in the approved form. The tenancy agreement or addendum entered into by the parties contains no provisions for an additional rent for additional occupants. The landlord's claim for loss of rent in the amount of \$1800.00 is dismissed.

As the landlord was for the most part successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$100.00.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 60 of the *Act*, I grant the landlord a Monetary Order in the amount of \$100.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 30, 2017

Residential Tenancy Branch