



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stonecliff Properties Ltd.  
Stonecliff Parks Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 60;
2. An Order for the Landlord’s compliance - Section 55; and
3. An Order to recover the filing fee for this application - Section 65.

The Landlord did not attend the hearing. The Tenant states that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by express post on August 30, 2017. The Tenant states that this postal service is registered mail that is sent in a shorter period of time than usual registered mail. Section 82 of the Act provides that a party may be served with an application for dispute resolution by registered mail. Based on the Tenant’s evidence that the express post service is also registered mail I find that the Landlord has been service in accordance with the Act. Section 83 of the Act provides that a document served by mail is deemed to be received on the 5th day after it is mailed. Given the evidence of mail I find that the Landlord is deemed to have received the Materials on September 4, 2017. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started in August 2006 and ended between December 9 and 11, 2015. Rent of \$215.40 was payable monthly. In August 2014 the Tenant was given a twelve month notice to end tenancy for landlord's use dated August 20, 2014 (the "Notice"). The effective move-out date of the Notice was September 1, 2015. The Landlord informed the Tenant that the reason for the Notice was that the manufactured park would be turned into green space.

The Tenant states that the Landlord failed to pay the Tenant the 12 months' worth of compensation required under the Act and the Tenant claims \$2,584.80.

The Tenant states that following the end of the tenancy the Landlord did nothing to the property and left the structures on the property for 24 months following which the District removed the structures. The Tenant states that the Landlord has yet to remove the infrastructure and turn the park into green space as provided by the Notice. The Tenant claims 6 months' compensation of \$1,292.40. The Tenant withdraws all the remaining claims.

Analysis

Section 42 of the Act provides that a landlord may end a tenancy agreement by giving notice to end the tenancy agreement if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park. Section 44 of the Act provides that

(1) A landlord who gives a tenant notice to end a tenancy under section 42 must pay the tenant, on or before the effective date of the notice, an amount that is equivalent to 12 months' rent payable under the tenancy agreement.

(2) In addition to the amount payable under subsection (1), if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 42 within a reasonable period after the effective date of the notice, the landlord must pay the tenant an amount that is the equivalent of 6 times the monthly rent payable under the tenancy agreement.

Based on the undisputed evidence that the Landlord failed to pay the required 12 months' compensation I find that the Tenant has substantiated an entitlement to **\$2,584.80**. Based on the undisputed evidence that the Landlord failed to take any steps to convert the park to green space, I find that the Tenant has substantiated an entitlement to **\$1,292.40**. As the Tenant's application has been successful I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,977.20**.

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$3,977.20**. If necessary, this order may be filed in the Small Claims 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: February 28, 2018

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Residential Tenancy Branch