



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIDGEVEIW CAPITAL LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Manufactured Home Park Tenancy Act* (“the Act”) for orders as follows:

- an Order directing the landlord to provide services or facilities required by law pursuant to section 58 of the *Act*
- to recover the filing fee from the landlord for the cost of this application pursuant to section 65 of the *Act*.

Both the tenant and the landlord attended the hearing. The landlord was represented at the hearing by park manager A.K. (the “landlord”). Both parties were provided with a full opportunity to provide sworn testimony, to call witnesses and present submissions.

The landlord acknowledged receipt of the tenant’s application for dispute resolution, while both parties confirmed receipt of each other’s evidentiary packages.

Issue(s) to be Decided

Should the landlord be directed to provide services or facilities required by law?

Can the tenant recover the filing fee?

Background and Evidence

The tenant provided undisputed testimony that this tenancy began in December 2009. Current rent is \$315.00 per month. The tenant applied for an order under the *Act* which would allow her to access the storage area of the park. The tenant explained that she had occupied the park since December 2009 under the management of the same

person until August 2017 when that person died. The current park manager took over operations in September 2017 and began charging the tenant \$30.00 monthly for the storage of a camping RV.

The landlord confirmed the tenant's account of the events as described above, and explained that upon her hiring she began reviewing various documents associated with the tenancies in the park. The landlord said that there was, "a lot of missing paperwork" and noted that the previous manager had failed to collect the associated storage fees as he had been required to do. The landlord argued that rent did not include storage and that the tenant had been benefitting from this oversight related to non-payment because of the previous manager's failure to collect the applicable storage fee.

Both parties submitted a large volume of evidence, with the tenant submitting a rental increase form indicating that storage was included, along with a letter from the former manager indicating that tenant would be given storage at no cost, provided that the items which the tenant hoped to store were insured. The landlord submitted a copy of the tenancy agreement signed only by the former manager which displayed storage as not being included with the tenancy, along with various park rules and regulations.

Analysis

Lang Michener LLP Real Estate Brief Spring 2010 available at <http://mcmillan.ca/101687> notes as follows:

Historically the common law permitted parties to pursue their legal rights in all circumstances. But when courts found this to be overly harsh, various "equitable" doctrines were developed to give the courts greater discretion. One of these equitable doctrines is the doctrine of estoppel.

The doctrine of estoppel is a concept that, in certain circumstances, restricts a party from relying on its full legal rights.

This legal concept is best articulated by the learned English Judge, Lord Denning. In the famous *Central London Property Trust Ltd v. High Trees House Ltd* [1947] KB 130 (or the *High Trees* case) Lord Denning explained that, "A promise was made which was intended to create legal relations and which, to the knowledge of the person making the promise, was going to be acted on by the person to whom it was made and which was in fact acted on."

Based on the oral testimony presented at the hearing, along with the evidence submitted by both parties, I find that the landlord is estopped from enforcing their right to

collect \$30.00 per month for the storage of the camping RV. The tenant has been in occupation of the mobile home park since December 2009 and had relied on the actions of the previous management to store her camping RV without a fee. Furthermore, the tenant provided a letter from the previous manager who explicitly stated that items such as camping RV's could be stored in the appropriate areas without a fee, provided they were adequately insured. I also note, that the tenancy agreement the landlord relied on to establish that storage is not included in the monthly rent has never been signed by the tenant. I find that the landlord is therefore estopped from enforcing the terms of the tenancy agreement related to storage as is noted on the tenancy agreement she submitted as evidence.

As the tenant was successful in her application, she may pursuant to section 65 of the *Act*, to recover the \$100.00 filing fee from the landlord. In place of a monetary award, the tenant may withhold \$100.00 from a future rent payment on **ONE** occasion.

Conclusion

The landlord is directed to allow the tenant access to her camping RV and to allow her to continue storing this camping RV in its current location free of charge.

The tenant may withhold a future rent payment of \$100.00 on **ONE** occasion in satisfaction for a return of the filing fee.

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: April 20, 2018

Residential Tenancy Branch