



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 430351 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      AS, CNC, FFT, LRE, MNDCT, OLC

### Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *MHPTA*) for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 58;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 60; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 65.

Only the tenant appeared at the hearing. The tenant provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The tenant testified and supplied documentary evidence that he served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on February 17, 2018, and deemed received under the *Act* five days later. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issue

At the outset of the hearing the tenant advised that he moved out of the unit on February 1, 2018 and that he is only seeking to pursue the monetary portion of his claim, accordingly; the tenants application is dismissed save and except for the request for a monetary order and the recovery of the filing fee. The hearing proceeded and completed on that basis.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement?

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

### Background and Evidence

The tenant testified to the following. The tenancy began on August 1, 2013 and ended on February 1, 2018. The tenant testified that he is seeking \$5000.00 for the stress of dealing with this landlord. The tenant testified that he wanted to sell the home to an individual but was prohibited from doing that as the landlord blocked the sale. The tenant testified that the landlord forced him to sell it to another party for ten thousand dollars less than he had agreed to sell to the first party. The tenant testified that the landlord also "forced" him to pay one thousand dollars for the hassle he caused or risk having his home "bulldozed".

### Analysis

Section 60 of the *MHPTA* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the other party, the applicant must also show that they followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The tenant first testified that he was seeking five thousand dollars in compensation, then asked for eleven thousand, then one thousand and then again returned to the original amount of five thousand. The tenant was very unclear and disjointed in providing his testimony. I find that the tenants testimony cannot be relied upon based on the numerous and unclear versions provided. The tenant provided some documentation; however there were significant issues with this as well; such as blank forms and unclear requests of what he was seeking. The tenant has not provided sufficient evidence to satisfy the four factors as outlined above and I therefore must dismiss this application.

### 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: April 23, 2018

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Residential Tenancy Branch