



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for an order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 55.

The landlord did not attend this hearing, although I left the teleconference hearing connection open for 26 minutes in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. The tenant and her support person attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant testified that she sent a copy of the dispute resolution hearing package to the landlord by registered mail on February 16, 2018. The tenant provided the Canada Post Tracking Number to confirm this registered mailing. I find that the landlord was deemed served with this package on February 21, 2018, 5 days after its mailing, in accordance with sections 89 and 90 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to an order that the landlord comply with the *Act*, regulation and/or tenancy agreement?

### Background and Evidence

The tenant provided undisputed testimony that on February 9, 2018 a woman claiming to represent the landlord came to her door and informed her that in one month her trailer would be towed and her power would be shut off.

The tenant testified that in response to the February 9, 2018 incident, she filed this application for dispute resolution.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the tenant not all details of the tenant's submissions and/or arguments are reproduced here. The principal aspects of the tenant's claim and my findings are set out below.

Section 21 of the *Act* states that a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the manufactured home site as a site for a manufactured home. I find that electricity is a service that is essential to the tenant's use of the manufactured home site as a site for a manufactured home.

Section 37 of the *Act* sets out the various ways a tenancy may end. I find that the landlord has not ended the tenancy in accordance with any of the methods listed in section 37 of the *Act* and therefore has no authority to unilaterally tow the tenant's trailer.

### Conclusion

I order the landlord to leave the tenant's source of electricity connected in accordance with section 21 of the *Act*.

This tenancy continues until ended in accordance with the *Act*.

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 18, 2018

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Residential Tenancy Branch