



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VISTA VILLAGE TRAILER PARK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNDC, FF

Introduction

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

1. A Monetary Order for unpaid rent - Section 60
2. A Monetary Order for loss pursuant to over holding tenant – Section 50(3)
3. To recover the filing fee for this application – Section 65

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 82 of the *Manufactured Home Park Tenancy Act* (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence for the registered mail service with the tracking number denoting the tenant received the mail. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary matters

The landlord has provided an abundance of evidence in support of a purported Amendment to their application, effectively increasing the amount of their monetary claim to include charges associated with the abandonment of the manufactured home on the landlord's site. The landlord's application does not include the Amendment, none the less, the landlord also advised that their increased claim is a premature and speculative amount not yet incurred by the landlord due to administrative encumbrances in pursuit of a final resolve to the abandoned home. Therefore, the landlord was informed that their claimed amendment to their original application would be dismissed, *with leave to reapply*. As a result of the above, the hearing proceeded on the merits of

the landlord's original claim for loss associated with unpaid rent and overholding of the site.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed for unpaid rent and overholding of the manufactured home site following occupation of the manufactured home site after the tenancy has ended?

Background and Evidence

The tenancy began some years ago before the landlord took ownership of the park. In 2017 rent in the amount of \$327.00 was agreed payable in advance on the first day of each month. The tenant left the manufactured home for health-related reasons in the fall of 2017 but their home ultimately has remained and effectively has been abandoned on the landlord's site. The landlord has communicated with the tenant and their supports in respect to removing the home to no avail. The landlord is in the process of having the home demolished / removed which has been dictated by the weather and administrative process for its removal. In September 2017 the landlord issued the tenant a 10 Day Notice to End Tenancy for Unpaid Rent stating the tenant owed \$327.00 for September 2017. The landlord was notified that the tenant would not be returning to the home and did not remove the home from the site. As a result the tenant was deemed to have abandoned the home. The landlord seeks unpaid rent for September 2017 and compensation for subsequent overholding of the site.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent for September 2017 and consequently abandoned the manufactured home on the site.

I find that the tenancy (tenant's right to possession of the manufactured home site) ended pursuant to **Section 37(1)(d)** of the Act September 30, 2017, however the tenant continues to occupy the manufactured home site.

I find that **Section 50** of the Act states that "overholding tenant" means a tenant who continues to occupy a manufactured home site after a tenant's tenancy is ended; and, that a landlord may claim compensation from an overholding tenant for any period the

overholding tenant occupies the manufactured home site after the tenancy has ended. As I have found the tenancy ended September 30, 2017 I find the landlord's claim for compensation based on an allowable Rent Increase for an existing tenancy does not apply to compensation for overholding.

Therefore, I find the landlord has established a monetary claim for unpaid rent in the amount of **\$327.00** in respect to September 2017 and compensation in the equivalent monthly amount for overholding of the manufactured home site for the months of October to December 2017 and January to June 2018 in the aggregate of **\$2943.00**. As the landlord was successful in their application they are entitled to recover their filing fee.

Calculation for Monetary Order

Unpaid rent – September 2017	\$327.00
Compensation/Overholding (October 2017 – June 2018)	\$2943.00
Filing Fee for the cost of this application	100.00
Total Monetary Award / landlord	\$3370.00

Conclusion

The landlord's application is granted.

I grant the landlord a Monetary Order under Section 60 of the Act for the amount of **\$3370.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: June 05, 2018

Residential Tenancy Branch