



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes GNG CNL OLC FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; an order that the landlords comply with the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

The tenant and one of the landlords attended the hearing and the landlord was accompanied by a property manager, who did not testify or take part in the hearing. The landlord and the tenant each gave affirmed testimony and were given the opportunity to question each other.

During the course of the hearing the parties agreed that the notice given was not a One Month Notice to End Tenancy for Cause, but a Two Month Notice to End Tenancy for Landlord's Use of Property, and I amend the tenant's application.

Issue(s) to be Decided

- Has the landlord established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Manufactured Home Park Tenancy Act*?
- Should the landlords be ordered to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that the site rented by the tenant is one of 80 sites in a recreational vehicle resort and the tenant has resided in the tenant's recreational vehicle in the resort

since October 10, 2017. Each lot has a sewer drain and each has their own hydro. The landlords pay maintenance fees for snow removal and upkeep.

Rent in the amount of \$300.00 per month is payable on the 1st day of each month. No security deposit or pet damage deposit was collected by the landlords.

The landlord further testified that on June 30, 2018 the landlord's spouse personally served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property, a copy of which has been provided for this hearing. It is dated June 30, 2018 and contains an effective date of vacancy of September 1, 2018. The reason for issuing it states: "The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)." The landlords' daughter has a trailer and has no place to park it so the landlord told her she could put it there for the winter and till the property sells.

There was no landlord/tenant relationship; that was not intended.

The tenant testified that the "Park Model" home that she resides in requires plumbing in, which is different than other units. The tenant has no where to take it and can't afford to move it. It's not easy to find a year round location where it can be plumbed in. The landlords have not offered any compensation to the tenant.

The tenant does not believe the landlords will use the site for family to move in. The landlords' daughter will just park her trailer there.

Analysis

The *Manufactured Home Park Tenancy Act* and the *Residential Tenancy Act* specify that a landlord must use approved, or specific forms, to end a tenancy, and where a landlord ends a tenancy for landlord's use of property, the landlord must provide compensation to the tenant.

In this case, the landlords issued a notice to end the tenancy under the *Residential Tenancy Act*. Since the tenant owns the home and rents only the site within the resort, the *Residential Tenancy Act* does not apply. Therefore, I cancel the Two Month Notice to End Tenancy for Landlord's Use of Property.

The tenant did not lead any evidence with respect to the application for an order that the landlords comply with the *Act*, regulation or the tenancy agreement, and I dismiss that portion of the tenant's application.

Since the tenant has been partially successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant as against the landlords in that amount, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

Conclusion

For the reasons set out above, the Two Month Notice to End Tenancy for Landlord's Use of Property is hereby cancelled.

The tenant's application for an order that the landlords comply with the *Act*, regulation or tenancy agreement is hereby dismissed.

I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 65 of the *Manufactured Home Park Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: September 11, 2018

Residential Tenancy Branch