



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA TRANSPORTATION FINANCING AUTHORITY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OL

Introduction

This hearing dealt with the landlord's application pursuant to section 55(3) of the *Manufactured Home Park Tenancy Act* (the *Act*) for an order requiring the tenant to comply with the provisions of Article 3 of the Addendum to the Manufactured Home Site Tenancy Agreement (the *Agreement*). The landlord requested the issuance of an order requiring the tenant to pay the outstanding property taxes for the property where the manufactured home is located to the municipality for the years 2016, 2017 and 2018.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:45 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided undisputed sworn and written evidence that they sent the tenant a copy of the dispute resolution hearing package and written evidence package by registered mail on September 12, 2018. When this material was returned to the landlord as unclaimed, the landlord re-sent the packages on October 11, 2018, by regular mail. The landlord provided a copy of the returned envelope as well as the Canada Post Tracking Number for the registered mailing. In accordance with sections 81, 82 and 83 of the *Act*, I find that the tenant was deemed served with these documents on September 17, 2018, the fifth day after their registered mailing.

Issues(s) to be Decided

Is the landlord entitled to an order against the tenant requiring the tenant to comply with the provisions of the tenancy agreement in which the tenant was required to pay for property taxes for this property?

Background and Evidence

This tenancy for a manufactured home site situated on a 1.753 acre parcel of land owned by the landlord, a provincial government body, commenced on September 1, 2006. According to the terms of the Agreement entered into written evidence by the landlord and signed by the tenant on September 14, 2006, monthly rent was set at \$300.00, payable in advance on the first of each month. Section 3 of the Agreement and Article 3 of the Addendum to that Agreement required the tenant to pay all utilities and property taxes associated with this property where the tenant's manufactured home is located.

The landlord provided undisputed sworn testimony and written evidence that the tenant has paid all property taxes up until December 31, 2015. Since that time and despite the mailing of numerous letters and written requests from both the landlord and the municipality to the tenant, the tenant has failed to pay any property taxes. The landlord entered into written evidence a copy of a July 18, 2018 statement from the municipality advising that there were \$14,849.26 in outstanding property taxes owing for this property. Additional interest is owing since that time.

Since this is a provincially owned property, the landlord testified that property taxes would only be levied against this property in the event that this property is rented to a private sector tenant, as has occurred in this case. Although the municipality has attempted to secure payment using the lien mechanism available to it, the landlord said that the municipality cannot force a tax sale of the property as the property is owned by the province.

The landlord requested the issuance of an order requiring the tenant to abide by the terms of the Agreement and the Addendum and pay all outstanding property taxes for this property.

Analysis

Based on the undisputed evidence provided by the landlord, I find that a tenancy was established between the parties for a manufactured home pad site on a property that falls under the jurisdiction of the *Act*. The tenant owns the manufactured home and has exclusive rights of possession to the entire property that has been rented to the tenant. This qualifies as a manufactured home park under the definition included in the following portion of section 1 of the *Act*:

1 In this Act:

"manufactured home park" means the parcel or parcels, as applicable, on which one or more manufactured home sites that the same landlord rents or intends to rent and common areas are located;

"manufactured home site" means a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home;

Section 55(2) and (3) of the *Act* read as follows:

55 (2) *The director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this Act.*

(3) *The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.*

In this case, I find that the Agreement and Addendum attached to the Agreement clearly establish that the tenant agreed to be "solely responsible for payment of Property Taxes and all Utilities" for this property. There is undisputed evidence that from September 16, 2006 until December 31, 2015, the tenant has accepted this responsibility and paid all property taxes to the municipality in accordance with the provisions in the Agreement and Addendum. Since then, there is undisputed evidence that the tenant has failed to abide by these provisions and has not paid property taxes as required by the Agreement and Addendum.

In accordance with section 55(3) of the *Act*, I order the tenant to comply with the terms of the Agreement and make acceptable arrangements to pay all outstanding property taxes for the property where this manufactured home is located.

In the event that the tenant does not comply with this order, the landlord is at liberty to pursue additional remedies with respect to this tenancy, which could lead to an end to this tenancy.

Conclusion

I find that the tenant has not complied with the terms of the Agreement and Addendum. I order the tenant to make acceptable arrangements with the municipality to pay all outstanding property taxes for the property where this manufactured home is located.

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: October 25, 2018

Residential Tenancy Branch