



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for a Monetary Order for damage or compensation under the *Act*, pursuant to section 60.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was 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 the landlord was served the notice of dispute resolution package by registered mail on October 24, 2018. The tenant provided the Canada Post Tracking Number and receipt to confirm this registered mailing. I find that the landlord was deemed served with this package on October 29, 2018, five days after its mailing, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

1. Is the tenant entitled to for a Monetary Order for damage or compensation under the *Act*, pursuant to section 60 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the tenant, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

The tenant provided the following undisputed testimony. The tenant resides at a manufactured home park and rents a pad/site from the landlord which consists of two concrete slabs. The tenant owns his own trailer. This tenancy began on February 2, 2018 and is currently ongoing. Monthly rent in the amount of \$500.00 is payable on the first day of each month. A security deposit of \$250.00 was paid by the tenant to the landlord. A Shelter Information Sheet signed by both parties was entered into evidence and states that the tenant was required to pay a damage deposit of \$250.00.

The tenant is seeking the return of the \$250.00 damage deposit from the landlord as its collection under section 17 of the *Act* is prohibited.

Analysis

Section 17(2) of the *Act* states:

- A landlord must not require or accept a security deposit in respect of a manufactured home site tenancy.

Sections 17(3) of the *Act* states:

- If a landlord accepts a security deposit from a tenant, the tenant may deduct the amount of the security deposit from rent or otherwise recover the amount.

I find that the landlord required the tenant to pay a security deposit in the amount of \$250.00 contrary to section 17(2) of the *Act*. Pursuant to section 17(3) of the *Act*, I find that the tenant is entitled to deduct \$250.00 from rent due to the landlord on one occasion.

Conclusion

Pursuant to section 17(3) of the *Act*, I find that the tenant is entitled to deduct \$250.00 from rent due to the landlord on one occasion.

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: December 10, 2018

Residential Tenancy Branch