



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J & E TRAILER PARK
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes OLC, PSF, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- an order requiring the landlords to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* or tenancy agreement, pursuant to section 55;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 58; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlords did not attend this hearing, which lasted approximately 33 minutes. The tenant and her three agents attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant confirmed that her three agents had permission to speak on her behalf at this hearing.

The hearing began at 9:30 a.m. The tenant's son, one of the above three agents, unexpectedly disconnected from the call at 9:58 a.m., prior to the end of the conference at 10:03 a.m. The tenant and her two other agents continued the hearing in his absence.

The tenant confirmed that her application for dispute resolution and notice of hearing were served to the landlord by way of registered mail on December 28, 2018 and her written evidence package was served by registered mail on January 14, 2019. The tenant provided two Canada Post tracking numbers verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application and notice of hearing on January 2, 2019 and written evidence package on January 19, 2019, five days after each of their registered mailings.

The tenant agreed that she attended a “previous hearing” at the Residential Tenancy Branch (“RTB”) after which a decision, dated December 13, 2018 (“previous decision”) was issued by a different Arbitrator. The file number for the previous decision appears on the front page of this decision.

The tenant did not provide a copy of the previous decision but I was able to locate a copy of it on the online RTB system. The decision indicates the following, in part, on page 3:

Since I have dismissed the tenant’s application, I find that the landlord is entitled to an order of possession effective December 31, 2018, at 1:00 P.M. This order must be served on the tenant and may be filed in the Supreme Court.

...

At the conclusion of the hearing the landlord and tenant agreed that the tenant is allowed to sell the manufactured home subject to site rent being paid and the manufactured home can remain on the site with a new purchaser.

I read the above provisions aloud during the hearing and the tenant confirmed they were accurate.

In her application, the tenant said that “the landlord agreed that the trailer could be sold and that the purchaser would be allowed to rent the present trailer site. The landlord is reneging on the terms of the settlement and trying to force eviction and abandonment of the trailer by refusing to sign Form RTB-10. The trailer has a purchase agreement in place at this time, well within the December 31 deadline. January 2019 rent was paid by e-transfer Dec14, 2018 and hasn't been accepted.”

At the hearing, the tenant claimed that she sold the trailer prior to the December 31, 2018 deadline but the landlord did not approve it, so the sale could not go through and the manufactured home was currently empty. She stated that she was trying to sell the manufactured home and the landlord would not approve the new owner or the sale. The tenant confirmed that her son is the owner of the manufactured home and he was one of the agents that appeared at this hearing.

I notified the tenant that she was able to file a review, clarification and correction of the previous decision. She said that she filed a clarification. I notified her that I could not change the previous decision or alter it in any way as it was final and binding. I informed her that the agreement between the parties regarding the sale was simply

noted by the Arbitrator, no orders or compensation was issued on that basis, besides the order of possession given to the landlord against the tenant.

I informed the tenant that there was no dispute for me to decide and her application was dismissed without leave to reapply. I notified her that she could speak to a lawyer for legal advice. She stated that she had her own lawyer who advised her to file this application. I informed her that I could not give her legal advice at this hearing, as she was asking for advice on what to do, as that was not my role as the Arbitrator, since I was required to make a decision about her application. I notified her that she could speak to an information officer at the RTB, for information, not for legal advice, regarding the *Act* or the hearing process.

Conclusion

The tenant's entire application is dismissed without leave to reapply as it is *res judicata*, since it has already been decided in a previous hearing decision.

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: February 05, 2019

Residential Tenancy Branch