



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

The tenants apply to recover rent and damages for breach of a tenancy agreement.

The respondent landlord did not attend the hearing within twenty five minutes after its scheduled start time at 1:30 p.m. on April 16, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenants and this arbitrator were the only ones who had called into this teleconference during that period.

The tenant Mr. C. showed that the landlord was served with the Notice of Dispute Resolution Proceeding by registered mail (Canada Post tracking number shown on cover page of this decision) to the address at which she resides. Canada Post records show that that the mail was sent December 28, 2018 and went “unclaimed by recipient.” A party cannot avoid this dispute resolution process by declining to retrieve her mail. I find that the landlord has been duly served.

Under a written agreement dated July 8, 2018 the tenants rented a city block size site on which to reside in their fifth wheel travel trailer. The site had no power, water or septic facilities. The landlord was to provide power and water availability but did not. The rent was \$4500.00 per year. The tenants paid \$3500.00 at the time of contracting and then another \$500.00 which was ultimately returned by the landlord.

In October 2018 the landlord, perhaps at the direction of the local regional district, directed that the tenants must leave. They left on October 14.

They seek recovery of the \$3500.00 initial payment. In my view the tenants had possession and use of the property for about three months, though they had no power or water connection as promised. I value this use at \$190.00 per month. They are entitled to recover the \$3500.00 less ($\190.00×3) \$570.00. I award them \$2930.00.

The tenants paid to rent a 20 foot mobile storage unit to bring their belongings onto the property. I have reviewed the tenants' receipt for this cost and I award them \$850.00 recovery for this item, being the delivery charges, the empty pickup charge and one month's rental at \$150.00.

The tenants claim \$540.66 for the cost of a generator, required in lieu of the promised power hook up. They have sold the generator for \$350.00. I award them the difference of \$190.66.

In result the tenants are entitled to a monetary award totalling \$3970.66. They did not pay a filing fee.

The tenants will have a monetary order against the landlord in the amount of \$3970.66.

This decision was rendered orally at hearing and 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: April 16, 2019

Residential Tenancy Branch