



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WILDWOOD PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      AS, FFT

### Introduction

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

- An order to allow an assignment of the unit under sections 28 and 58;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60; and,
- authorization to recover the filing fee for this application pursuant to section 65.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The landlord acknowledged receipt of the tenant's Notice of Hearing and Application for Dispute Resolution. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

### Issue(s) to be Decided

Are the tenants entitled to an order to allow an assignment of the unit under sections 28 and 58?

Are the tenants entitled to a a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60?

Are the tenants entitled to recover the filing fee for this application pursuant to section 65?

### Background and Evidence

This application involved two separate tenancies in the same park. One tenancy involved tenants T.M. and J.M. and the other tenancy involved tenant D.M.

Tenants T.M. and J.M. moved into a manufactured home located at the park in December 2017. The tenants testified that the previous tenant at this park space paid \$560.00 per month in rent. The tenants T.M. and J.M. entered a new tenancy agreement for \$900.00 per month with the park. The tenants T.M. and J.M. were not aware of their potential right to assign the tenancy agreement. Furthermore, tenants T.M. and J.M. did not try to assign the tenancy agreement.

Tenant D.M. moved into a different manufactured home on a different site in the park. Tenant D.M. testified that the previous tenant at this park space paid \$578.00 per month in rent. Tenant D.M. testified that she also entered a new tenancy agreement for \$900.00 per month with the park. Tenant D.M. testified that she also was not aware of the possible right to assign the site. However, she testified that she did ask a park representative if she could keep the old monthly rent but the owner said no.

The tenants acknowledged that they did not submit a written request to assign the tenancy agreement. However, they argue that the landlord acted improperly but not advising the tenants of their assignment rights.

### Analysis

Section 28 of the *Act* states that:

- 28 (1) A tenant may assign a tenancy agreement or sublet a manufactured home site only if one of the following applies:
- (a) the tenant has obtained the prior written consent of the landlord to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;
  - (b) the tenant has obtained an order of the director authorizing the assignment or sublease;
  - (c) the tenancy agreement authorizes the assignment or sublease.

Part 7 of the *Manufactured Home Park Tenancy Regulations* (the “*Regulations*”) provides detailed regulations regarding the assignment of a manufactured home park tenancy. Specifically, Regulation No. 44 states that a tenant requesting an assignment must submit a written request on the mandatory Residential Tenancy Branch Form. Since both parties agreed that the tenants did not make a written request to assign the tenancy in compliance with Regulation No. 44, I find that the tenants have not made an enforceable request to assign their tenancies.

Furthermore, I find that there is no duty under the *Act* or the *Regulations* imposed on the landlord to advise the tenants of their assignment rights. The *Regulations* set out a detailed procedure which the landlord must comply with if the tenants properly make a request to assign a tenancy agreement. However, the *Regulations* do not impose any duty upon the landlord to advise the tenant of their rights in advance of an assignment request.

Accordingly, I dismiss the tenants’ applications without leave to reapply.

Since the tenants have not prevailed in this matter, I dismiss the tenants’ request for recovery of their filing fee pursuant to section 72 of the *Act*.

### Conclusion

I dismiss the entirety of the tenants’ application without leave to reapply.

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: August 01, 2019

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Residential Tenancy Branch