



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODLAND MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O, FFL

Introduction

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

- an Order for the tenant to comply with the *Act*, regulations, and/or the tenancy agreement pursuant to section 55 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 65 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The tenant confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding package and evidence. The landlord confirmed receipt of the tenant's three pages of evidence, however I could not find the tenant's evidence in the Residential Tenancy Branch file for this hearing. The tenant testified that he had delivered his evidence to his local Service BC office on September 12, 2019 and witnessed them fax the documents to the Residential Tenancy Branch. During the hearing the tenant provided verbal testimony regarding the content of his evidence. After the hearing, I contacted the Residential Tenancy Branch staff, who were able to locate the tenant's evidence. The evidence had been set aside as there was no case file number included in the fax, only the dispute access code. As such, the staff were unable to determine the associate file for the evidence.

In summary, based on the undisputed testimonies of the parties, I find that both parties were served with the documents for this hearing in accordance with the *Act*.

Preliminary Issue – Amendment of Landlord's Application

At the outset of the hearing, the parties confirmed that the tenant's address was incorrectly noted on the landlord's Application. Pursuant to my authority under section 64(3)(c) of the Act, I amended the landlord's application to correct the tenant's address.

Issue(s) to be Decided

Should the tenant be ordered to comply with the Act, regulations, and/or tenancy agreement? Is the landlord entitled to recover the cost of the filing fee from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

A written tenancy agreement was submitted into evidence. The parties confirmed the basic terms of the agreement as follows:

- The tenancy began March 15, 1994.
- Current monthly rent is \$511.00, payable on the 15th day of the month.

Both parties confirmed that the tenancy agreement did not include the boundaries of the manufactured home site measured from a fixed point of reference, as this had never been determined.

The landlord testified that he sought an order for the tenant to comply with the park rules pertaining to vehicles. The landlord testified that the tenant had more than the allowable number of vehicles parked in his site, including an unlicensed vehicle.

The tenant testified that he believed the park rules did not apply to his site.

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure sets out that the person making the claim bears the onus of proving their case on a balance of probabilities. In order to so, a claimant must present sufficient evidence at the hearing in support of their claim to meet this standard of proof.

Section 12 of the Manufactured Home Park Tenancy Regulations (the "*Regulations*") sets out the terms that **must** be included in a tenancy agreement, as follows:

12 (1) A landlord must ensure that a tenancy agreement contains

(a) the standard terms, and

- (b) **the boundaries of the manufactured home site measured from a fixed point of reference.**

(2) The terms set out in the Schedule are prescribed as the standard terms.

[My emphasis added]

In the case before me, the landlord failed to provide the boundaries of the manufactured home site in the tenancy agreement. In the hearing, the parties confirmed that the boundaries had not been determined, and as such, had not been documented.

In this matter, the landlord sought an order related to the tenant's use of the rental site. As such, I find that the boundaries of the tenant's rental site are a relevant consideration in this matter. However, as the landlord has failed to comply with section 12(1)(b) of the *Regulations*, which requires that the boundaries of the site be included in the tenancy agreement, I find that, based on the testimony and evidence presented, on a balance of probabilities, the landlord has failed to provide sufficient evidence to meet the onus of proving his claim.

Accordingly, the landlord's claim fails and is dismissed.

As the landlord was unsuccessful in his claim, the landlord must bear the costs of the filing fee.

Conclusion

The landlord's Application for Dispute Resolution is dismissed in its entirety.

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 2, 2019

Residential Tenancy Branch