



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The tenant applies for a monetary award for recovery of prepaid rent and out pocket expenses incurred in moving her recreational vehicle to a new manufactured home site.

The respondent landlord did not attend for the hearing within fifty minutes after its scheduled start time at 1:30 p.m. on January 21, 2020. 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 tenant and this arbitrator were the only ones who had called into this teleconference during that period.

Service on the Landlord

The tenant testified that she had personally served the landlord with the application for dispute resolution and notice of this hearing on September 26, 2019. She adduces a photo claimed to be of the landlord looking at the served documents that day.

The landlord has filed material in opposition to this application: a strong indicator that she has been served.

On this evidence I find that the landlord has been duly served. After a ten-minute wait for the landlord's attendance, the hearing proceeded in her absence.

Issue(s) to be Decided

Is the tenant entitled to recover any of the seven monetary items from her Monetary Order Worksheet.

Background and Evidence

The manufactured home site in question is in a manufactured home park. The tenant's accommodation is a 30 foot "fifth wheel." That is a large trailer intended to be permanently affixed with wheels and with a "fifth wheel" towing system permanently attached to its front.

The tenancy started in October 2011. There is a written tenancy agreement according to the tenant. None was filed. The rent was most recently \$325.00 per month.

In late June 2019 the tenant received a one month Notice to End Tenancy for cause from the landlord. She applied to challenge that Notice and a hearing date of August 19, 2019 was set.

A hearing occurred on August 19 and a decision rendered the same day (see RTB file number shown on cover page of this decision). The landlord did not attend that hearing either though it appears she filed some material. At that hearing the tenant denied receiving any material from the landlord. The tenant was not able to prove service of her application and notice of hearing on the landlord and so the tenant's application to cancel the one month Notice was dismissed. As well, apparently because the landlord did not attend the hearing, the arbitrator struck down the landlord's one month Notice to End Tenancy and said that the tenancy continues until ended in accordance with the law.

In this case the tenant testifies that she moved her "RV" away from the site to a new park on July 6, well before that August 19 hearing date. She says she had to do so because of the landlord's conduct towards her and that of the landlord's handyman and others was malicious and threatening. For example, one of them punctured her tires. She says the landlord and her coterie were involved in the consumption and the sale of illegal drugs and that she felt threatened by that too.

Analysis

Claim #1 Prepaid Rent

The tenant says she prepaid the July, August and September rent totalling \$975.00 and wants it back.

I grant this item of the claim. Though the tenancy may have continued into September as indicated by the previous arbitrator, the tenant's undisputed evidence is that she was forced by the conduct of the landlord and her helpers to leave July 6. I award the tenant \$975.00 as claimed.

It should be noted that the landlord has filed material, particularly, texts between the parties, that may have significantly changed the underpinnings of the tenant's claim and this decision. However, as the tenant has denied receiving that evidence before this hearing and as the landlord has failed to attend and establish service of that material on the tenant and to adduce it as evidence, I must decline to consider it.

Rent for New Site: \$1600.00

I deny this item of the claim. The tenant had to pay rent somewhere. She has received back her rent on the site in question for the relevant period and in my view that cancels out any claim for rent paid somewhere else after leaving this site, unless it can be shown that this site was a particular bargain and that she lost that bargain by having to move. The tenant has not proved that this site was a particular bargain or that she did not get \$1600.00 in value and amenity from the new site.

Towing: \$200.00

I allow this item as being the cost to tow the RV to the new site.

Shaw Cable Box: \$150.00

I allow this item of the claim. The \$150.00 cable box she had bought became useless at the new site.

ICBC: \$93.00

I allow this item, being the cost to insure the RV during its move to the new site.

Flooring Repairs: \$285.00 and London Drugs: \$224.00

I dismiss these two items of the claim. The first is to repair damage to the RV floor. The second is to replace a recliner chair.

The tenant's RV has a slide out side about 14 feet long. Once the RV is in place, the user slides out the side of it to create more space inside.

The tenant says that since she thought she would never have to move from the site in question, she had her floor redone in such a manner as to prevent the slide from sliding in again without causing damage.

She says that on the same principle she bought a recliner which would not fit in the RV when the slider was moved back into the RV.

While one might ask why she would not simply move the recliner in a different vehicle and put it back into the RV once the RV was relocated and the slider has been slid out, it does not matter because, in my view there was no basis upon which the tenant could reasonably have concluded she would never move the RV again.

The tenant is 62 years old. This appears to have been a month to month tenancy. It could have been ended by the tenant or by the landlord in certain cases, such as redevelopment or conversion of the park to a non-residential use. In my view it was not unlikely that the RV would never be moved to a new location.

ICBC: \$27.00

I allow this item as the cost to the tenant for changing the address on her 'enhanced' drivers licence.

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Conclusion

The tenant is entitled to a monetary award totalling \$1445.00 plus recovery of the \$100.00 filing fee. She will have a monetary order against the landlord in the amount of \$1545.00.

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: January 21, 2020

Residential Tenancy Branch