



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RON LETROY UPCOUNTRY MOBILE HOME PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, FF

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60;
- authorization to recover his filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlords with the notice of hearing package(s) and the submitted documentary evidence via Canada Post Registered Mail on February 5, 2020. Both parties also confirmed the landlords served the tenants with the submitted documentary evidence on June 12, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

At the outset, the tenants clarified that their monetary claim of \$25,600.00 was for the loss of quiet enjoyment due to the landlords' harassment and bullying during the tenancy. A review of the tenants' monetary worksheet and written description in the application filed show that the monetary claim was different. The tenants confirmed that the application filed was for compensation for the loss of value between an assessed value of the mobile home and the actual sale price. The landlords stated that they were confused as to the tenants' reasons for the monetary application. I find on this basis that the tenants failed to properly file the monetary claim as clarified. The tenants stated description for the monetary claim was in error on the tenants' part and is dismissed. The tenants are free to re-apply with the proper stated reasons and details

for their monetary claim. Leave to reapply is not an extension of any applicable limitation period. I make no findings on the merits of the tenants' application.

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: June 25, 2020

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Residential Tenancy Branch