



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, PSF, OLC, MNDCT, FFT

Introduction

The Applicant filed for dispute resolution (the “Application”) on October 1, 2020 and amended the issues on October 5, 2020. They are seeking the following:

- cancellation of the 10-Day Notice To End Tenancy for Unpaid Rent or Utilities
- an order that the Respondent provide services or facilities required by the tenancy agreement or law;
- an order that the Respondent comply with the *Act*, regulation and/or the tenancy agreement;
- compensation for monetary loss or other money owed;
- reimbursement for the Application filing fee.

The matter proceeded by way of a conference call hearing pursuant to section 67(2) of the *Manufactured Home Park Tenancy Act* (the “*Act*”) on December 8, 2020. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

The Applicant attended the hearing and I provided them the opportunity to present oral testimony and make submissions during the hearing. The Respondent did not attend the telephone conference call hearing.

To proceed with this hearing, I must be satisfied that the Applicant made reasonable attempts to serve the Respondent with the Notice of Dispute Resolution for this hearing. This means the Applicant must provide proof that the document has been served using a method allowed under section 82 of the *Act*, and I must accept that evidence.

They did so by registered mail on October 5, 2020. Afterward, the Applicant sent a separate email to verify the Respondent received the information; however, they received no reply.

Based on the submissions of the Applicant, I accept they served the Notice of Dispute Resolution in a manner that complies with section 82(1)(c) of the *Act*. The hearing thus proceeded in the Respondent's absence.

Preliminary Matters

The Applicant applied for a cancellation of the notice to end tenancy (the "Notice") issued by the Respondent on October 1, 2020. This was in the form of a letter addressed to the individual site number occupied by the Applicant's recreational vehicle. The letter was incorrectly dated January 29, 2020 and gave the move-out date to the Applicant of "no later than Friday October 2nd, 2020."

The Applicant filed for this hearing on the same day, October 1, 2020. In the hearing, they advised they moved out from the home site on October 12, 2020. This was after a third party attended to their rental space to advise them to vacate immediately, on October 10, 2020.

While the Applicant filed to cancel the notice issued by the Respondent, they moved prior to the scheduled hearing date of December 8, 2020. Given that their tenure has ended, the validity of that Notice is not at issue. There is also no need for a decision on the Respondent's provision of services, nor their compliance with the legislation and/or the tenancy agreement. These are not ongoing issues where there is no ongoing association between the parties.

Because I am not resolving the core issue – that of an end of tenancy – I do not examine whether there is a tenancy relationship governed by the *Act*. I make no consideration of whether the RV on wheels owned by the Applicant fits the definition of "manufactured home" in the *Act*.

The Applicant also made a claim for compensation for monetary loss or other money owed. They gave the amount of \$10,000 for this part of their claim and listed "constant harassment . . . as well as monetary pressure". In the hearing, they described their sudden departure from the home site and the cost incurred, as well as the costs of their day-to-day routine that increased since they moved out.

On this portion of their Application, the monetary claim was anticipatory. That is to say, given the immediate issue of an end to their tenure in the home site, monetary compensation is not

the primary issue here. Compensation for loss or other money owed is not within the scope of this hearing.

Further, the tenant did not provide particulars on their claim as required by section 52 of the *Act*. They did not quantify the monetary amount on their Application with proof of a dollar amount, nor did they provide details on how the Respondent breached the *Act* such that compensation is warranted. Given the Applicant is an RV owner, any consideration for monetary compensation must also focus on whether the *Act* applies, and on this I make no finding.

For these reasons, I decline to proceed with the monetary portion of the Applicant's claim, and I make no finding thereof under the *Act* section 60. The Applicant has leave to re-apply for monetary compensation.

Given the Applicant was not successful in this hearing, I find they are not entitled to the \$100 Application filing fee.

Conclusion

For the reasons above, I dismiss the immediate issue of the Notice cancellation as well as the two subsidiary issues that are relevant to an ongoing agreement. On the issue of monetary compensation, the Applicant has leave to re-apply.

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: December 30, 2020

Residential Tenancy Branch