



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VACATION VILLAGE R.V. PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OLC, PSF, LRE, MNDCT, FF

### **Introduction**

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on January 29, 2021, under the *Manufactured Home Park Tenancy Act* (the "Act") in which the Tenant sought the following:

- an Order that the Landlord
  1. comply with the Act, the *Manufactured Home Park Tenancy Regulation*, and or the residential tenancy agreement; and,
  2. provide services or facilities;
- an Order restricting the Landlord's right to enter the manufactured home park site;
- an Order for a rent reduction and monetary compensation from the Landlord; and,
- recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for 11:00 a.m. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Due to technical issues, both parties disconnected from the hearing at two separate times. They were both able to reconnect and during their absence I did not hear any testimony from the other party.

The parties were cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary Matter—Date and Delivery of Decision

The hearing of the Tenant's Application concluded on April 27, 2021. This Decision was rendered on June 2, 2021. Although section 77(1)(d) of the *Residential Tenancy Act* provides that decisions must be given within 30 days after the proceedings, conclude, 77(2) provides that the director does not lose authority in a dispute resolution proceeding, nor is the validity of the decision affected, if a decision is given after the 30 day period.

#### Issues to be Decided

1. Is the Tenant entitled to an Order pursuant to section 57 of the *Act* that the Landlord comply with the *Act*, the *Manufactured Home Park Tenancy Regulation*, and or the residential tenancy agreement?
2. Is the Tenant entitled to an Order pursuant to section 21 of the *Act* that the Landlord provide services or facilities?
3. Is the Tenant entitled to an Order pursuant to section 63 of the *Act* restricting the Landlord's right to enter the manufactured home park site?
4. Is the Tenant entitled to an Order pursuant to section 60 of the *Act* for monetary compensation from the Landlord?
5. Should the Tenant recover the filing fee pursuant to section 65 of the *Act*?

#### Background and Evidence

The Tenant testified that she has lived at the manufactured home park since February 2017. She has an RV which she parks on a dedicated site and her monthly pad rent is

approximately \$410.00 per month. The Tenant also has hydro and water included with her site. She stated that she originally dealt with the Landlord's mom, P.C., however, P.C. passed away approximately two years ago.

The Tenant stated that there are approximately 14-15 sites at the manufactured home park. Her site is 32' wide and goes all the way to the access road.

In terms of the claim before me, the Tenant testified that the Landlord reduced her lot size without her consent and without compensation by installing a driveway across her front yard. She stated that when the Landlord's husband put gravel down next door, she reminded him to put the gravel on the shared driveway and he said he would. She stated that he then came in and put the gravel across her site, which was her recreation area. The Tenant estimated that she lost approximately 71 square feet of her site. The Tenant provided a photo in evidence of where the gravel was put down which clearly showed the gravel road being created on a diagonal through her site.

The Tenant stated that she did not receive a site plan from the Landlord, but she did see a drawing of her site when the electrician was in putting in hydro meters.

In terms of the Tenant's request that the Landlord provide services or facilities, the Tenant stated that she would like the Landlord to reinstall the two electrical plugs that they took out on her electrical service post. She stated that these were disconnected a year ago. She further testified that she used the plugs for outdoor electrical equipment and a deepfreeze, the latter of which she has had for three and a half years.

In response to the Tenant's claim, the Landlord testified as follows. She confirmed that the tenancy began in 2017. She also confirmed that her mom was the original Landlord but passed away two years ago. She noted that her mother did not provide written tenancy agreements, site plan or park rules to the tenants when the Landlord took over management of the park February 1, 2019. She stated that within six months they located park rules and entered into month to month agreements with the tenants. She claimed that there was an agreement with this Tenant, but it was not submitted in evidence.

The Landlord confirmed that approximately a year ago (April 2020) two of the electrical plugs were removed from the Tenant's service poles. The Landlord confirmed they did not compensate her for the two plugs. She stated that every other tenant has one pole with one plug and this Tenant was "using the plug illegally".

In terms of the driveway, the Landlord stated that the driveway was there already and they “re-gravelled” what was already existing. The Landlord stated that none of the lots are rectangular and all of them are irregular. The Landlord did not provide photos of the driveway before or after although she did provide a hand-drawn plan of the site and road.

### Analysis

After consideration of the testimony an evidence before me I find as follows.

I accept the Tenant’s testimony that the Landlord reduced her lot size by placing a gravel road diagonally through her site. I find the Tenant’s photo of her site to confirm the improper location of this new driveway. While the Landlord provided a hand drawn plan, it was not a proper site plan and I give it little evidentiary weight. It is the Landlord’s responsibility to maintain a site plan to ensure such disputes can be resolved expeditiously; and in this case no such plan seems to exist.

The evidence before me confirms that the Tenant attempted to discuss the driveway location issue with the Landlord’s husband to ensure the gravel was placed in the appropriate spot. Unfortunately, the Landlord’s husband did not listen to the Tenant and placed the gravel driveway through her site on January 1, 2021. The evidence also confirms the Tenant immediately brought her concerns to the Landlord’s attention. I find this sequence of events to support the Tenant’s version over that of the Landlord’s as it relates to the lot size and previous location of the road.

The Landlord conceded that she inherited the park from her mother, and likely inherited potential issues with residents of the park as a result of her mother’s lack of paperwork. Be that as it may, this administrative challenge should not negatively affect the tenants of the manufactured home park.

I accept the Tenant’s testimony that she has lost approximately 71 square feet of recreation area on her site when the Landlord placed a gravel driveway through her site. I find this area was included in the Tenant’s original tenancy agreement and should be returned to her. I find this was done in breach of the oral tenancy agreement she had with the Landlord’s mother and must be rectified. I therefore Order as follows:

- 1. By no later than June 30, 2021, the Landlord to remove the gravel driveway from the Tenant’s manufactured home park site.**

I also find the Tenant is entitled to compensation for loss of use of this area pursuant to section 21 of the *Act* which reads as follows:

**Terminating or restricting services or facilities**

**21** (1)A landlord must not terminate or restrict a service or facility if

- (a)the service or facility is essential to the tenant's use of the manufactured home site as a site for a manufactured home, or
- (b)providing the service or facility is a material term of the tenancy agreement.

(2)A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord

- (a)gives 30 days' written notice, in the approved form, of the termination or restriction, and
- (b)reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

I therefore order as follows:

- 2. The Tenant is entitled to a retroactive rent reduction in the amount of \$50.00 per month from January 2021 to June 20201 for a total of \$300.00.**
- 3. Should the Landlord not comply with my order to remove the gravel by June 30, 2021, the Tenant shall be entitled to reduce her rent by \$100.00 per month until the month following the removal of the gravel.**

I also accept the Tenant's evidence that the Landlord removed two of her exterior electrical plugs without her knowledge or consent, and without adequate notice or compensation. This was not disputed by the Landlord, who stated that other residents have only one plug and this Tenant had two extra such that approximately a year prior to the hearing she removed two of the Tenant's plugs to make it consistent throughout the park.

Again, the Landlord is not permitted to restrict a service or facility without giving the Tenant proper notice and compensation pursuant to section 21. By removing two of the Tenant's electrical plugs I find the Landlord has breached the *Act* and the tenancy agreement.

I therefore Order as follows:

4. **By no later than June 30, 2021 the Landlord shall reinstall two more electrical plugs to the Tenant's exterior pole.**
5. **The Tenant is entitled to a retroactive rent reduction for the 13 months from April 2020 to June 2021 in the amount of \$25.00 per month for loss of use of her two electrical plugs.**
6. **Should the Landlord not reinstall the Tenant's two additional plugs as ordered, the Tenant may reduce her monthly rent payments by \$50.00 commencing July 1, 2021 and continuing until the month following the reinstallation of the second plug.**

The Tenant confirmed that her request for an Order pursuant to section 23, and in particular her request to restrict the Landlord's right to enter her manufactured home site was no longer relevant as it only related to concerns she had when the Landlord entered her site to place the gravel road. **I therefore dismiss that portion of the Tenant's claim with leave to reapply.** The Landlord is reminded of the requirements of section 23 which I reproduce for clarity.

**Landlord's right to enter manufactured home site restricted**

**23** A landlord must not enter a manufactured home site that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
  - (i) the purpose for entering, which must be reasonable;
  - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord has an order of the director authorizing the entry;
- (d) the tenant has abandoned the site;
- (e) an emergency exists and the entry is necessary to protect life or property;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under this Act must be given or served.

Having been substantially successful with her claim, the Tenant is entitled to recover the filing fee. I therefore permit the Tenant to reduce her next month's rent by **\$100.00** to recover the filing fee.

### Conclusion

The Tenant's request for an Order that the Landlord comply with the *Act, Regulations* and tenancy agreement is granted.

The Tenant's request for an Order that the Landlord make repairs to the manufactured home park tenancy site is granted.

The Tenant's request for an order for monetary compensation, as well as a rent reduction for loss of services and facilities, is granted.

The Tenant's request for an Order that the Landlord's right to enter the site is dismissed with leave to reapply.

The Tenant's request for recovery of the filing fee is granted.

I make the following Orders pursuant to sections 21, 26, 57, 60 and 65 of the *Act*:

1. **By no later than June 30, 2021, the Landlord to remove the gravel driveway from the Tenant's manufactured home park site.**
2. **As compensation for loss of use of part of her site, due to the location of the driveway, the Tenant is entitled to a retroactive rent reduction in the amount of \$50.00 per month from January 2021 to June 20201 for a total of \$300.00. The Tenant may reduce her next months' rent until such time as this sum is recovered.**
3. **Should the Landlord not comply with my order to remove the gravel by June 30, 2021, the Tenant shall be entitled to reduce her rent by \$100.00 per month commencing July 1, 2021, until the month following the removal of the gravel.**

- 4. By no later than June 30, 2021 the Landlord shall reinstall the second electrical plug to the Tenant's exterior pole.**
- 5. The Tenant is entitled to a retroactive rent reduction for the 15 months from April 2020 to June 2021 in the amount of \$25.00 per month for loss of use of her two electrical plugs for a total of \$375.00. The Tenant may reduce her upcoming rent payments accordingly.**
- 6. Should the Landlord not reinstall the Tenant's two electrical plugs as ordered, the Tenant may reduce her monthly rent payments by \$50.00 commencing July 1, 2021 and continuing until the month following the reinstallation of the plugs.**
- 7. The Tenant may also reduce her upcoming rent payments by \$100.00 as compensation for the filing fee.**

As the Tenant's rent is \$410.00, and she has been awarded \$775.00 (\$300.00 driveway compensation to June 30, 2021; \$375.00 electrical plug compensation to June 30, 2021 and \$100 filing fee) she shall not be expected to pay rent for July 2021 and shall only pay \$45.00 for August 2021. Should the Landlord not comply with the above and the Tenant be entitled to a further rent reduction as of July 1, 2021, the parties shall ensure the Tenant's rent is reduced in accordance with this my Decision.

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 2, 2021

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Residential Tenancy Branch