Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding INSPIRE1 INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT (13 applications); OLC (3 applications)

Introduction

This hearing dealt with applications by 16 different tenants, pursuant to the *Manufactured Home Park Tenancy Act* ("*Act*") for:

- an order for 16 tenants, requiring the landlord to comply with the *Act, Manufactured Home Park Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 55;
- authorization to recover the filing fees paid for 13 applications, pursuant to section 65.

The landlord's two agents, landlord JH ("landlord's agent") and "landlord AH," "five tenants," "tenant SH," "tenant GD," "tenant DP," "tenant MD," and "tenant SW," the tenants' advocate GB ("tenants' advocate"), "tenant SH's agent," and "tenant SH's co-tenant," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing lasted approximately 174 minutes from 9:30 a.m. until 12:24 p.m. The tenants' advocate disconnected from 9:38 a.m. to 9:39 a.m. and again from 10:38 a.m. to 10:40 a.m. Tenant SH's agent, who was calling from the same speakerphone telephone line as tenant SH, tenant SH's co-tenant, and tenant GD, disconnected from 10:28 a.m. to 10:29 a.m. and again from 12:13 p.m. to 12:14 p.m. The tenants' advocate and tenant SH's agent both stated that they accidentally disconnected, due to telephone issues. I informed them what occurred during their absences.

The landlord's agent confirmed that he is the owner of the landlord company named in this application and that he had authority to speak on its behalf. He confirmed that landlord AH is his wife and a co-owner of the landlord company, and that she had permission to speak on behalf of him and the landlord company.

The tenants' advocate confirmed that he had permission to represent the 16 tenants named in these 16 applications. Tenant SH confirmed that her co-tenant, the tenants' advocate, and tenant SH's agent had permission to speak on her behalf. Tenant GD, tenant DP, tenant MD and tenant SW all confirmed that the tenants' advocate had permission to speak on their behalf.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure ("Rules")*. The landlord's two agents, the five tenants, the tenants' advocate, tenant SH's agent, and tenant SH's co-tenant, all affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties affirmed that they were ready to proceed with this hearing, they wanted me to make a decision, and they did not want to settle these applications. Both parties engaged in settlement discussions during this hearing but were unable to reach a mutual agreement.

Neither party made any adjournment or accommodation requests. I asked the tenants' advocate whether he required any assistance or accommodation, as he stated he had some difficulty hearing. The tenants' advocate repeatedly affirmed, under oath, that he did not require any assistance or accommodation at this hearing. The tenants' advocate disconnected from the hearing from 9:38 a.m. to 9:39 a.m., so that he could hear better from his telephone line. I repeated information, at the request of the tenants' advocate, to assist him at this hearing.

Both parties confirmed that 16 applications were joined by the RTB to be heard together at this one hearing. Both parties affirmed that tenant SH is the one lead tenant and the primary file in this joiner application and the other 15 tenants' applications are secondary files. At the outset of this hearing, I confirmed the names and addresses of all 16 tenants with the five tenants, tenant SH's agent, and the tenants' advocate.

The landlord's agent confirmed receipt of the tenants' 16 applications for dispute resolution hearing packages and the tenants' advocate confirmed receipt of the landlord's written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlord was duly served with the tenants' 16 applications and all 16 tenants were duly served with the landlord's written evidence package.

During the hearing, the landlord's agent confirmed that tenant RG did not sign a new tenancy agreement with the landlord. The tenants' advocate said that he did not know because he took "the word" of all tenants. All 16 applications contest the signing of and the terms in the landlord's new tenancy agreement. Therefore, tenant RG's application against the landlord is dismissed in its entirety, without leave to reapply, including recovery of the $100.00 filing fee.

This decision will address the remaining 15 applications of the remaining 15 tenants, including the remaining 12 claims for the filing fee recovery.

Issues to be Decided

Are the 15 tenants entitled to an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement?

Are the 12 tenants entitled to recover the filing fees paid for their applications?

Background and Evidence

While I have turned my mind to the documentary evidence and testimony of both parties, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' claims and my findings are set out below.

Both parties agreed to the following facts. The landlord purchased the manufactured home "park" on February 29, 2020. The 16 tenants in this application own their manufactured homes ("trailers") and rent the manufactured home sites ("sites") from the landlord. The remaining 15 tenants signed new written tenancy agreements with the landlord on different dates. A copy of one new written tenancy agreement was provided for this hearing, for the lead tenant, tenant SH. The remaining 14 tenants all signed the same new written tenancy agreements with the same terms as the lead tenant's copy provided for this hearing. All 15 new tenancy agreements established a fixed term tenancy of 10 years. The 15 tenants pay different total monthly rent amounts, but each new tenancy agreement increased each tenant's previous monthly rent by $25.00, effective on April 1, 2020, for a period of two years.

The tenants' advocate stated the following facts and tenant SH's agent agreed with these submissions. The new "lease is tainted." The tenants did not understand what they were signing. The new lease says it is for a "fixed term of 10 years." It bothered the tenants' advocate because "the lease is terminated and will be at an end" after 10 years. This means the tenants have to get their trailer off the property, with no compensation, as it is not under the *Act,* so they are being "kicked out" after 10 years. The tenants will not get their assessed value or expenses. The sites are 5 feet around on all 4 sides, so they are reduced sites. The tenants received their first rent increase already on January 1, 2020. This landlord or any other landlord can increase the rent every year. The landlord does not want rent cheques from out of town banks, so the tenants' advocate is "at a loss" since the landlord's agent lives in a different town than the tenants. The tenants were given a copy of the new leases on February 29, 2020. The tenants signed the new leases on February 12, 2020. The landlord's contract of purchase and sale is from February 27, 2020. On February 29, 2020, there was subject removal for financing.

The tenants' advocate stated the following facts and tenant SH's agent agreed with these submissions. The new tenancy agreement says the landlord or "nominee," which "could be a gangster," since the landlord's agent never declared an "assignee." The landlord's agent had 57 days. The landlord's agent met the tenants in a crowded room, where 17 people were representing 15 sites. The new "lease is unconscionable and poisoned." The tenants want the new lease cancelled and the previous RTB-5 lease to be reinstated. The tenants want the "illegal rent of $25.00 per month for 18 months and any other illegal rents to be ceased." The next effective rent increase date is January 1, 2022. Tenant SH was previously paying $489.95, prior to the $25.00 monthly rent increase, but now she is paying $514.95 total per month for rent. Only 11 tenants paid filing fees, so they want these fees returned.

Tenant SW stated that she is okay paying the $25.00 per month rent increase and after two years, being subject to normal rent increases according to the *Act*.

Tenant MD said that he is worried about the landlord's agent not giving 24 hours' notice and not wearing masks. He stated that he has an issue with the $25.00 monthly rent increase because it was given at the time of the covid-19 pandemic and there was no time to review the new tenancy agreement.

Tenant DP stated that she wants government protection regarding rent increases. She explained that she received a rent increase in 2020, before the landlord gave another one. She maintained that she is concerned that a developer will "kick" her out and she fears she will not get any money for her trailer.

Tenant GD stated that he has been in the park for 22 years and he is not okay with the $25.00 rent increase because it is outside of the *Act*. He said that there was a group meeting about the new tenancy agreement and there was a time restraint. He explained that there was no time to review it with a lawyer or notary public. He maintained that he read some of the new agreement, he signed it under "duress," he would rather have had a lawyer or notary public look at it, and he was told by the landlord's agent that the new tenancy agreement was out of the *Act* with the $25.00 monthly rent increase. He claimed that the landlord's agent told tenants he had "two days" and had to "go," but he "can't force people to do things." He said that the landlord's agent was trying to be "like my dad" and put the new tenancy agreement "through with a rush." He confirmed that there was no clarification where the tenants stood at the end of 10 years and he does not know the value of the site.

Tenant SH stated that she agreed to have a meeting in her home, with the landlord's agent and other tenants. She said that the landlord's agent wanted to change the park, but it has gone "downhill" since. She testified that she was in a legal position for 10 years but two hours was not enough time to look at the new tenancy agreement, there were lots of pages to read, there were 16 other tenants there, and she was "rushed" and "under duress." She said that she does not know what will happen in 10 years' time.

The landlord's agent testified regarding the following facts. The tenants' advocate has made false allegations that after 10 years, the tenants will be "kicked out" and will have to move their homes. Section 2(c) of the new tenancy agreement says at the end of the lease, the parties can enter into a new fixed term or return to a month-to-month agreement. The landlord cannot "kick" the tenants out, as this is against the *Act*. The tenants' advocate is using a "fear factor to entice tenants to sign up for arbitration." The tenants say that their sites extend 5 feet in all directions around their units, but each site is delineated with a drawing. The landlord's agent did not get these drawings when he purchased the park. These boundaries are intended to conform with the *Act*. The landlord's agent asked for additional rent once in the year and the tenants agreed. The *Act* allows for the landlord and tenants to negotiate a rent increase that is not in accordance with the *Act*. The landlord's agent was very clear and candid with all tenants and they all read, acknowledged and signed the new tenancy agreements, so

they cannot allege duress. The tenants signed the following paragraph on page 1 of the new tenancy agreement, which the landlord's agent read aloud during this hearing:

> *"**The Tenant understands this agreement is only valid and enforceable if both the Tenant and the Landlord mutually agree to its terms. The Tenant understands he/she is under no obligation to sign or accept this agreement and acknowledges there has been no duress or undue pressure from the Landlord for the Tenant to accept this agreement and the Tenant accepts the terms of this agreement voluntarily by signing below;"*

The landlord's agent stated the following facts. When he said that the tenants could not use out of town payments, he meant reasonable in proximity to where the tenants live. In the past, the landlord's agent had tenants use banks from out of province. It does not apply to the landlord's agent and the tenants, who live in different cities of the same province. The tenants signed the new tenancy agreement with the landlord's agent or assignee. The landlord's agent assigned it to his numbered company, not a "gangster," as alleged by the tenants' advocate. The previous owner of the park was also a numbered company. The tenants still deal with the landlord's agent or his wife. The landlord's agent and his wife met with the tenants, as agreed, in tenant SH's home, and many people attended. The landlord's agent and his wife introduced themselves as the new landlords, and were told that none of the tenants were happy with the previous owners, the tenants wanted long term landlords, they take pride in their property, and the park was poorly managed before. A $25.00 monthly rent increase allowed the landlord to have $9,000.00 in order to finance the purchase of the park. No one was in severe opposition to the rent and the overall reaction was positive. Only one person had an emotional response, stating that it was expensive, so the landlord's agent offered to help her in any way he could.

The landlord's agent testified regarding the following facts. The first two meetings with the tenants were held in the morning (at tenant SH's place) and in the afternoon (at tenant GD's place) on February 8, 2020. The landlord's agent discussed the $25.00 per month rent increase and asked whether the tenants could pay that; otherwise there was no point in drafting the new tenancy agreement, since the landlord needed the money for financing the purchase of the park. The third meeting with the tenants was on February 12, 2020, when everyone got a copy of the lease and read it, and the landlord's agent and his wife stayed to answer questions from the tenants. On February 12, 2020, most tenants signed the new tenancy agreement agreeing to pay an increase of $25.00 per month which was effective on April 1, 2020, rather than March 1, 2020, as indicated in the new tenancy agreement. The closing date for the park purchase was

February 29, 2020. The landlord "didn't put a gun to the head of anyone" and three people refused to sign the new leases, which was fine, since it was not legal without agreement on both sides. The landlord's agent never restricted the tenants from obtaining "independent advice," nor did he place any restrictions on the time frame. The landlord's agent asked tenants in the park whether they felt coerced, since there were allegations of duress in the tenants' 16 applications for this hearing. The landlord's agent sent an email to the tenants to answer some questions and not everyone responded to his emails. Many people did not sign on to the allegations of duress. The landlord's agent received 8 positive email responses from tenants, which he provided for this hearing. These 8 responses stated that those tenants did not have an issue with the 10-year tenancy agreement, the $25.00 monthly rent increase was fair, there was no duress, and they were happy with the landlord's management of the park and agreed it was better. However, the tenants who filed these 16 applications have objected to the landlord's enforcement of the park rules, including requests to clean up their sites. The previous owners never enforced the bylaws. Tenant MD told the landlord's agent that $25.00 was a "bargain" for a 10-year lease. It is not believable that tenant SH signed the new tenancy agreement under duress and without reading it because she has 10 years of legal experience.

The landlord's agent stated the following in response to the questions of tenant SH's agent. The tenants sat in silence while they were reading through the new tenancy agreement. The landlord's agent told the tenants to ask him any questions and informed them that they could not agree unless both sides did so. Not all tenants signed the new tenancy agreements on February 12, 2020, as some signed later. There were 17 people present at the meeting. The tenants were helping the landlord buy the park and obtain an advance on financing, so the landlord agreed to not increase their rent for two years. The landlord's agent never told the tenants that the park would be sold to a developer, as he cannot predict the future. He told the tenants that he was not a developer and he wanted to buy the park.

Analysis

The tenants did not apply to dispute a rent increase, which is a separate application, pursuant to section 36 of the *Act*. Instead, the tenants applied for an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, pursuant to section 55 of the *Act*.

Neither the tenants, nor their advocate or agents identified what specific orders they required, pursuant to the specific sections of the *Act*. However, as both parties identified the main issue to be the new rent terms in the parties' new tenancy agreement, I have made a decision regarding same.

I informed both parties during this hearing, that I could not provide legal advice to them. I notified them that my role as an Arbitrator was to make a decision regarding these 16 applications, not to act as an agent or advocate for any party. This includes what the parties are and are not permitted to do in the park or how parties should conduct or behave in their tenancies. The *Act*, the *Regulation*, and the Residential Tenancy Policy Guidelines discuss the laws, rules, and guidelines for parties during their tenancies.

Credibility

I find the landlord's agent to be a more credible witness than the tenants' advocate, tenant SH, and tenant GD. The landlord's agent provided his testimony in a calm, candid, and straightforward manner. His testimony was consistent throughout this hearing and did not change when he was asked questions or confronted by the tenants, their advocate or agents. He admitted when events were unfavourable to him.

Conversely, I find the tenants' advocate, tenant SH, and tenant GD to be less credible witnesses. Tenant GD provided his testimony in an angry, upset, and agitated manner. He frequently yelled at and interrupted the landlord's agent, while asking or answering questions.

Tenant SH agreed that she had 10 years of legal experience but claimed that she did not have time to read the new tenancy agreement that she signed because there were lots of pages and other tenants around. I do not find it reasonable or credible that tenant SH signed a new tenancy agreement "under duress" and without reading it, when she has such legal experience. She was able to find extensive representation for herself and the other 15 tenants at this hearing, including two agents and one advocate, and she agreed to be the lead tenant for these 16 applications. She provided detailed transcript-like documentary evidence, which she did not review at all during this hearing, of her conversations with the landlord's two agents, other park tenants, and the RTB, where she uses legal terms and references municipal bylaws and the *Act*.

I find that the tenants' advocate was angry, upset and agitated throughout this hearing. He provided his submissions in an inconsistent manner. He was not properly prepared for this hearing. He did not provide copies of 15 of the 16 new tenancy agreements, he did know that 13, rather than 11, tenants paid filing fees, he did not have the names and addresses of all the tenants in these 16 applications, and he did not know the file numbers for 15 of the 16 tenants' applications. He did not know that tenant RG did not sign a new tenancy agreement, he did not know the total amount of monthly rent being paid by each of the 16 tenants, and he did not know when the tenancies started for any of the 16 tenants. He became upset and angry when I asked him the above questions. He was sorting through his paperwork throughout this hearing and I provided him with extra time to do so, as he complained that he had "100 pages" and needed time to go through them. This hearing took a significant amount of extra time, due to the behaviour of the tenants' advocate.

Findings

The following RTB *Rules* are applicable and state, in part:

> *7.4 Evidence must be presented*
> *Evidence must be presented by the party who submitted it, or by the party's agent…*
> …
> *7.17 Presentation of evidence*
> *Each party will be given an opportunity to present evidence related to the claim. The arbitrator has the authority to determine the relevance, necessity and appropriateness of evidence…*
>
> *7.18 Order of presentation*
> *The applicant will present their case and evidence first unless the arbitrator decides otherwise, or when the respondent bears the onus of proof…*

I find that the tenants, their advocate, and agents did not properly present their evidence, as required by Rule 7.4 of the RTB *Rules*, despite having the opportunity to do so during this hearing, as per Rules 7.17 and 7.18 of the RTB *Rules.* This hearing lasted 174 minutes, so they had ample opportunity to present their applications and respond to the landlord's submissions. However, they did not go through their documents submitted for this hearing.

Section 1 of the *Act* states the following, in part (my emphasis added):

> ***"landlord", in relation to a manufactured home site, includes any of the following:***
> ***(a) the owner of the manufactured home site, the owner's agent or another person who, on behalf of the landlord, permits occupation of the manufactured home site under a tenancy agreement;***
> ***(b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);***
> *(c) a person, other than a tenant whose manufactured home occupies the manufactured home site, who*
> *(i) is entitled to possession of the manufactured home site, and*
> *(ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the manufactured home site;*
> *(d) a former landlord, when the context requires this;*

I accept the testimony of the landlord's agent, that he is an owner of the landlord company and authorized to sign on its behalf. I accept the testimony of the landlord's agent that the new tenancy agreements are between the landlord's agent, the landlord company as an assign, and the 15 tenants. I accept the testimony of the landlord's agent that the park is owned by the landlord company, and that the landlord's two agents deal with the tenants directly, as owners and agents of the landlord company.

The new tenancy agreements state the individual name of the landlord's agent and "or assignee" and include this in the definition of "landlord." I find that the landlord company is an assign of the landlord's agent, as per section 1 of the *Act* above.

Section 1 of the *Act* states the following, in part:

> *"tenancy" means a tenant's right to possession of a manufactured home site under a tenancy agreement;*
>
> *"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities;*

I find that the landlord did not impose rent increases, as alleged by both parties during this hearing. I find that both parties agreed to new tenancy agreements with new rent terms of $25.00 per month, in addition to the previous monthly rent amounts, that each tenant was free to sign, reject or change. I find that all 15 tenants knowingly and willingly signed these 15 new tenancy agreements with the landlord, without duress or coercion. I find that the new tenancy agreements include agreed terms between the 15 tenants and the landlord, regarding possession of the tenants' sites, in accordance with the definitions under section 1 of the *Act* above.

It is undisputed that all 15 new tenancy agreements state the following on page 1, below which are the signatures and printed names of all 15 tenants (my emphasis added):

> *"**The Tenant understands this agreement is only valid and enforceable if both the Tenant and the Landlord mutually agree to its terms. The* ***Tenant understands he/she is under no obligation to sign or accept this agreement and acknowledges there has been no duress or undue pressure from the Landlord for the Tenant to accept this agreement and the Tenant accepts the terms of this agreement voluntarily by signing below;"***

The above provisions in the 15 new tenancy agreements are clear and in writing. They state that the tenants are under no obligation to sign the new agreements, the tenants are not under duress or undue pressure from the landlord, and the tenants agree to sign voluntarily. They explain that the new agreements are only valid if both parties sign and mutually agree to the terms.

I find that the 15 new tenancy agreements are valid. Although the tenants' advocate did not provide copies of the remaining 14 of 15 new tenancy agreements for this hearing, both parties agreed at the hearing, that the 15 new tenancy agreements are the same, are in writing, and are signed by the 15 tenants and the landlord's agent.

I find that the tenants failed to show that the new tenancy agreements are "unconscionable," as alleged by their advocate. I find that the tenants failed to provide sufficient evidence about what specific terms were unconscionable and how they were unconscionable.

The burden of proof for unconscionability is on the party alleging it, according to Residential Tenancy Policy Guideline 8, which states, in part:

> *Under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act, a term of a tenancy agreement is unconscionable if the term is oppressive or grossly unfair to one party.*
>
> *Terms that are unconscionable are not enforceable. Whether a term is unconscionable depends upon a variety of factors. A test for determining unconscionability is whether the term is so one-sided as to oppress or unfairly surprise the other party. Such a term may be a clause limiting damages or granting a procedural advantage…*
> *…*
> *The burden of proving a term is unconscionable is upon the party alleging unconscionability.*

I find that the new tenancy agreements provide consideration for both parties. The 15 tenants wanted to remain in the park with better management, rather than moving or facing potential redevelopment by another buyer. The landlord's agent wanted to purchase the park and needed additional funds to obtain a bank mortgage but wanted to provide the tenants stability to remain in the park for a long-term 10-year period.

I find that these terms are not "oppressive" or "grossly unfair" to the tenants. I also find that these terms did not "unfairly surprise" the tenants. The tenants testified that they had meetings with the landlord's two agents to discuss the new tenancy agreement and their attention was specifically drawn to the new rent terms by the landlord's agent. I find that the tenants had the opportunity to discuss these new rent terms and ask questions of the landlord's two agents, during these meetings. It is undisputed that the 15 tenants signed and printed their names agreeing to the specific new rent terms section of the new tenancy agreements.

I note that the new tenancy agreements state that they are based on long term 10-year fixed term tenancy periods, where the rent amount will remain the same for a two-year period. The landlord is entitled to increase the rent, in accordance with the *Act* and *Regulation*, after that two-year period. The landlord's agent testified that this was his intention, when stating at page 2 in the new tenancy agreement (my emphasis added): "*This rent is not fixed for the term of the lease and* ***normal annual increases*** *will apply after 2 years or 24 months.*"

I find that the tenants failed to show that they were under duress or being forced to sign the new tenancy agreements. If the tenants chose not to read what they were signing or failed to obtain legal advice, legal representation, or other forms of assistance, that was their choice and decision. I find that the 15 tenants could have refused to sign the tenancy agreements, asked for more time to review them, asked to change the terms, or asked for time to obtain legal representation or other assistance, but failed to do so. These 15 tenants were able to find multiple advocates and agents to assist them at this hearing, so they are aware of how to obtain representation.

The landlord is not obligated to explain the new tenancy agreements to the tenants. The landlord is not required to assist the tenants, advocate on their behalf, or provide legal advice to them. However, I accept the testimony of both parties that the landlord's two agents had three meetings with the tenants about the new tenancy agreements, prior to them being signed. I accept the testimony of the landlord's agent that the landlord provided copies of the new tenancy agreements to the tenants, three people refused to sign them, and some tenants signed them after February 12, 2020. I accept the testimony of the landlord's agent that he watched the tenants read the new tenancy agreements, both parties sat in silence while doing so, and the landlord's two agents stayed at the meetings to answer questions from the tenants.

Residential Tenancy Policy Guideline 11, section D, states in part:

> *Express waiver happens when a landlord and tenant explicitly agree to waive a right or claim. With express waiver, the intent of the parties is clear and unequivocal. For example, the landlord and tenant agree in writing that the notice is waived and the tenancy will be continued.*
>
> *Implied waiver happens when a landlord and tenant agree to continue a tenancy, but without a clear and unequivocal expression of intent. Instead, the waiver is implied through the actions or behaviour of the landlord or tenant.*

The actions of the 15 tenants confirm that they did not dispute the new tenancy agreements, as they all signed it, and it was effective on March 1, 2020. Further, all 15 tenants paid the new monthly rent, beginning on April 1, 2020, and they did not file an application to dispute it at the RTB until March 22, 2021, almost one year later. I find that the express conduct of the 15 tenants in signing the new tenancy agreements and paying the new rent, and their implied conduct of failing to dispute these two issues at the RTB until almost one year later, show that they accepted and agreed with the new tenancy agreements and new rent terms.

Based on the testimony of both parties, I find that the tenants are more concerned with paying a higher rent in the future, whether future rent is subject to the *Act*, whether the park will be sold, and whether the tenants can obtain the assessed value of their trailers. These issues are not the subject of this decision, as these are unknown future events, which may or may not occur, and cannot be predicted or decided at this time. Both parties are required to abide by the *Act* for the duration of their tenancies. Both parties are entitled to enforce their rights under the *Act*, if there is a breach of same.

Accordingly, I order that the new written tenancy agreements, effective on March 1, 2020, and signed by the 15 tenants and the landlord, are valid and enforceable. I order that the new rent terms of $25.00 per month, in addition to the previous monthly rent amounts, effective on April 1, 2020, according to those 15 new tenancy agreements, are valid and enforceable, for the remainder of the tenancies of the 15 tenants, until the rent is legally changed in accordance with the *Act*. I order that these 15 new tenancy agreements replace any previous tenancy agreements, including the RTB-5-form tenancy agreements.

As the remaining 15 tenants were wholly unsuccessful in their applications, I find that the remaining 12 tenants who paid filing fees, are not entitled to recover the $100.00 filing fees paid for their applications, from the landlord.

Conclusion

The tenants' 16 applications are dismissed in their entirety, without leave to reapply.

I order that the new written tenancy agreements signed by the 15 tenants and the landlord, are valid and enforceable, effective on March 1, 2020. I order that the new rent terms of $25.00 per month, in addition to the previous monthly rent amounts, effective on April 1, 2020, according to those 15 agreements, are valid and enforceable, for the remainder of the tenancies of the 15 tenants, until the rent is legally changed in accordance with the *Act*. I order that these 15 new tenancy agreements replace any previous tenancy agreements.

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: August 26, 2021

Residential Tenancy Branch