



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      OLC, FFT

### **Introduction**

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

- an order requiring the landlord to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and evidentiary materials. In accordance with sections 82 and 83 of the *Act*, I find that the landlord was duly served with the tenant's application and evidence.

### **Preliminary Issue: Service of Landlord's Evidentiary Materials**

The tenant and their advocate confirmed that they were served with a package of materials, but that this was received from JN on JN's letterhead, and not that of the landlord's.

JN testified that they had authority to act as agent for the landlord, and did so. JN testified that the letterhead is in JN's company's name, which JN used as they were representatives of the landlord.

I note that the Residential Tenancy Branch Rules or Procedure states the following about representatives:

### **6.7 Party may be represented or assisted**

A party to a dispute resolution hearing may be represented by an agent or a lawyer and may be assisted by an advocate, an interpreter, or any other person whose assistance the party requires in order to make their presentation.

In this case, I am satisfied that JN confirmed under oath that they have authority to act as an agent for the landlord for the purposes of this hearing. I find that JN had served the tenant with their evidentiary materials, and that these materials were reviewed by the tenant prior to this hearing. Accordingly, I find the tenant duly served with the landlord's evidentiary materials in accordance with section 82 of the *Act*.

### **Preliminary Issue: Clarification of Tenant's Claims**

At the outset of the hearing, the tenant confirmed that they had filed this application under section 44 of the *Act* for the landlord to comply with the *Act*, and for recovery of the filing fee. The tenant did not file any other specific claims under the *Act*, but the tenant's advocate did list two orders that they were requesting in addition to the recovery of the filing fee.

The orders are as follows:

- 1) That a new Manufactured Home Site Tenancy Agreement-Family Park be signed using current dates, conditions, and current rent.
- 2) That all requests from the Landlord for repairs, improvements, complaints, and the like to this date be considered fulfilled.

The tenant and their advocate testified that the landlord has continued to harass the tenant since the Arbitrator had granted the tenant's application to cancel a 1 Month Notice to End Tenancy in their decision dated November 9, 2021. The tenancy had continued, but the tenant testified that landlord's agent has served the tenants with multiple notices and demands, which the tenant feels is harassment and threatening in nature.

The tenant is also concerned that the landlord has committed fraud by producing a fraudulent copy of a tenancy agreement. The tenant believes that the document that has been provided for the purposes of arbitration has been forged by the landlord or their agents, and which the landlord has relied on in their accusations of noncompliance.

The landlord's agent responded that they dispute the allegations made by the tenant. Both parties confirmed in the hearing that the landlord has not served the tenant with any further Notices to End Tenancy, nor has the landlord filed any applications for dispute resolution at the time this hearing was held. The tenant is still currently residing at the Manufactured Home Park, and the tenant feels that they have fulfilled all of their obligations despite the landlord's continued demands.

I have considered the tenant's requests, and I note that despite the tenant's concerns and fears, the landlord has not filed any applications for the tenant to comply with the landlord's demands or requests, nor has the landlord served the tenant with any further Notices to End Tenancy for failing to comply with the *Act*, the allegedly forged tenancy agreement, or any other terms that the tenant is bound by. Although I understand the tenant is concerned about the consequences of the landlord's actions, and the impact that these events have on the tenant, I do not find that the orders requested by the tenant are appropriate. I find that the tenant has not established which specific section of the *Act* that the landlord has failed to comply with, along with the specific remedy that could be granted by myself under the legislation.

The tenant has not suffered any loss or damage for which they are claiming specific relief or compensation for, nor has the landlord advanced a claim against the tenant in relation to this tenancy since the last arbitration hearing referenced earlier in this application.

It is not appropriate for me to undertake a purely academic exercise and make a pre-emptive determination as to the merits of the possible future claims or breaches before they have been made. I find this application anticipates future hypothetical events that have not yet occurred, and may never occur. The role of an Arbitrator is to decide the merits of a party's claim for damages, loss, or other specific relief under the *Act*, not provide remedies in anticipation of future events that have yet to happen.

Pursuant to section 52(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. I find that the tenant has not identified any relief to which they are entitled to on this application and their entire application, with the exception of the filing fee, is dismissed with leave to reapply. I notified both parties about the above decision during the hearing.

As the tenant was unsuccessful in proceeding with this hearing, I find that they are not entitled to recover the \$100.00 application filing fee from the landlord.

**Conclusion**

The tenant's entire application is dismissed with leave to reapply, with the exception of the filing fee, which the tenant is not entitled to recover.

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: March 17, 2022

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Residential Tenancy Branch