



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNDCT, RP, PSF**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Manufacture Home Park Tenancy Act* (the “Act”) for a monetary loss or other money owed, to have repairs made to the site, to have the landlord provided services or facilities required by the tenancy agreement or law.

The tenant EF, the tenant’s son HF appeared. The agent for the landlord and the landlord’s legal counsel appeared.

Preliminary and Procedural Matters

At the outset of the hearing, I determined HF is not a tenant under the Act as they were not added as a tenant under the tenancy agreement. I find HF is an occupant under the Act and has no legal rights or obligations under the Act. I have removed HF from the style of cause as they are not entitled to be named as a tenant in this application.

At the outset of the hearing legal counsel indicated they were not served with the tenant’s application or evidence. Counsel submits that the landlord only became aware of this issue from the automated email reminder sent by the Residential Tenancy Branch. Counsel submits that the tenants have been directed on many occasions that they are to provide all documentation to the landlord’s legal office.

The tenants testified that they served the landlord’s agent at the service address in the tenancy, and it was returned unclaimed. The tenant stated that they also served their evidence when their application was served. The tenant stated that they tried to serve on another person; however, they would not accept it on behalf of the landlord.

In this case, I am not satisfied that the landlord was duly served. While I accept the tenant's served the landlord's agent at the service address listed in their tenancy agreement and it was returned unclaimed; however, the tenants were directed by landlord's legal counsel that all service and correspondence is to be sent to the landlord's legal counsel's office. The landlord has the right to change their service address from time to time.

Further, the tenant was fully aware it was not received by the landlord, and should have resent the package to the landlord's legal counsel as they clearly knew by the letter April 25, 2022, which was before they filed their application that the landlord had obtained legal counsel to act on their behalf to deal with matters of the tenancy. The tenant's submitted a copy of legal counsel's letter with their application.

Furthermore, I do not accept the tenant's evidence that the landlord was served with their evidence at the same times their application was served. That is impossible as the digital evidence, which consist of videos were created after the date of service. and it was not provided to the Residential Tenancy Branch until August 30, 2022 and on September 7, 2022 additional evidence was submitted, which I note the tenants were informed by the Residential Tenancy Branch on September 13, 2022 by email that there were no files on the USB provided, nor did the tenant resubmit the evidence.

Furthermore, the tenant is seeking monetary compensation for loss or other money owed in the amount of \$35,000.00 for services that they indicated they were paying for and not received. However, the tenant did not provide a detail calculation or any details as to how they arrived at this amount.

You cannot simply claim the maximum allowable amount of \$35,000.00 under the Act, without providing a detail calculation to the actual loss claimed as the other party has the right to the full particulars of the claim against them pursuant to section 59 of the Act.

For all the above reasons, I dismiss the tenant's application with leave to reapply.

Should the tenant make a future application, they must serve the named landlord in their tenancy agreement, not the agent and all documents must be sent to the landlord's legal counsels office. I have noted the address for service on the covering page of this Decision.

Conclusion

Based on the above, I dismiss the tenant's application with leave to reapply. Any future application for dispute resolution made by the tenant must be served to the landlord's legal counsel.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufacture Home Park Tenancy Act*.

Dated: September 20, 2022

Residential Tenancy Branch