



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GARDEN BAY R.V. RESORT AKA GARDEN BAY
RESORT & CAMPGROUND LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Tenant under the *Manufactured Home Park Tenancy Act* (the Act) on June 22, 2022, seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice); and
- Compensation for monetary loss or other money owed.

The hearing was convened by telephone conference call at 11:00 A.M. on November 7, 2022, and was attended by the Tenant and the owner of the corporation that owns the manufactured home park (Park). Throughout this decision I will refer to them as the Owner. All testimony provided was affirmed. As the Owner acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) and stated that they had no concerns with regards to the date or method of service, I found that they were sufficiently served with the NODRP for the purposes of the Act and the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The participants were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over myself and each other and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that pursuant to rule 6.11 of the Rules of Procedure,

recordings of the proceedings are prohibited, except as allowable under rule 6.12, and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in accordance with the Rules of Procedure, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the parties, a copy of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses listed in the Application and confirmed at the hearing.

Preliminary Matters

Preliminary Matter #1

As the parties ultimately agreed that a tenancy under the Act existed between them, I accepted jurisdiction to hear and decide the Application.

Preliminary Matter #2

I inquired with the Owner about whether the name listed for the Landlord on the Application was the complete and correct name for the legal entity that is the Landlord. The Owner stated that it was not, and provided me with the full name.

Preliminary Matter #3

Despite initial disagreement and confusion between the parties with regards to whether a 10 Day Notice was actually served on the Tenant, ultimately the parties agreed that one was not. As a result, I dismissed the Tenant's Application seeking cancellation of a non-existent 10 Day Notice, without leave to re-apply, and the hearing proceeded based only on the Tenant's monetary claim.

Issue(s) to be Decided

Is the Tenant entitled to compensation for monetary loss or other money owed?

Background and Evidence

The Tenant stated that they were forced to move on short notice and had to borrow money from family to do so. The Tenant therefore sought \$1,500.00 in compensation for the costs incurred to move on short notice and for the cost of plants left behind at the manufactured home site (the site) as the Tenant stated that $\frac{3}{4}$ of their plants could not be moved. Although the Tenant initially argued that they had to move on short notice as a result of a 10 Day Notice, ultimately the parties agreed that no 10 Day Notice was served or enforced on the Tenant under the Act. The Tenant further argued that the whole living experienced turned negative for them very quickly and they were no longer comfortable living in the Manufactured Home Park (Park) for their own safety and mental health. When I asked the Tenant for further clarification on these matters and how they impacted the Tenant's move from the Park, the Tenant declined to provide further details other than to say that they are of a visible minority and that the safety issues were unrelated to the Owner.

In response the Owner stated that the Tenant is not entitled to any compensation as they were not obligated to move out of the Park as they had not been served with a notice to end tenancy under the Act. Further to this, the Owner stated that the nature of mobile home parks is such that the homes are mobile and can be moved. Finally, the Owner argued that as the Tenant owes them money for unpaid utility bills, they should not be entitled to any compensation.

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or tenancy agreement, the noncomplying landlord or tenant must compensate the other for any loss suffered as a result of the noncompliance. It also states that the party claiming a loss must do whatever is reasonable to mitigate that loss.

Rule 6.6 of the Rules of Procedure states that the burden of proof is on a balance of probabilities and that the onus to prove their case is on the person making the claim. As a result, I find that it was incumbent upon the Tenant to satisfy me on a balance of probabilities that the Landlord or their agents breached the Act, regulations, or tenancy agreement, resulting in the \$1,500.00 monetary loss claimed, and that they (the Tenant) acted reasonably to mitigate this loss.

None of the evidence or testimony before me from either party, but most specifically from the Tenant, establishes to my satisfaction on a balance of probabilities that the Tenant's move of their mobile home from the Park was a direct result of a breach of the Act by the Landlord or their agents. As a result, I therefore dismiss the Tenants claim for \$1,500.00 in compensation from the Landlord for costs associated with their move from the Park, without leave to reapply.

Conclusion

The Tenant's Application is dismissed in its entirety without leave to reapply.

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

Dated: November 10, 2022

Residential Tenancy Branch