



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

On May 4, 2022, the Tenant submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* seeking a monetary order for money owed or compensation under the Act.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing. The Landlord confirmed she received the Notice of Dispute resolution Proceeding from the Tenant near the end of May 2022.

The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form and make submissions to me. In this decision I only describe the evidence relevant to the issues and findings in this matter.

### Preliminary Issues

At the start of the hearing, the Landlord identified that she did not receive a copy of all the Tenant's documentary evidence. She stated that a one page bank record and a three page BC assessment document were not received by her. The Tenant testified that he served the park manager named Debbie with all the documents in person on May 15, 2022, and also emailed them to the park on the same date. The Landlord confirmed that she received paper documents from Park Manager Debbie, but did not receive the above mentioned documents. Debbie was not present to provide testimony. During the hearing the above documents were not mentioned during the Tenant's claim testimony, and they were not needed or relied upon to make this decision.

### Issues to be Decided

- Is the Tenant entitled to a monetary order for money owed or damage or loss?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenant and Landlord testified that the tenancy began on May 1, 2021. Pad Rent in the amount of \$565.00 was to be paid to the Landlord by the first day of each month.

The Tenant testified that he received a Notice of Rent Increase (NORI) from the Landlord dated September 18, 2021, with an effective date of May 1, 2022, whereupon the pad rent would increase by an additional \$8.47 per month to \$573.47 per month.

The Tenant testified that the tenancy agreement he signed provides that the tenancy starts May 1, 2021; however, he feels that the tenancy should have started on June 1, 2021, and therefore the rent increase of \$8.47 per month should not begin until June 1, 2022. The Tenant testified that he legally took possession of the manufactured home on May 6, 2021.

In reply, the Landlord stated that she was aware the unit was being sold and the purchaser was taking it over on May 1, 2021. She testified that the tenancy agreement for the pad rental started May 1, 2021. The Landlord is not in agreement to reimburse the Tenant \$8.47 for May 2022 pad rent.

### Preparation Fee \$100.00

The Tenant is seeking \$100.00 for his time to apply for dispute resolution and prepare for the hearing. He stated that it took him approximately 2.5 hours to prepare.

In reply, the Landlord opposed this claim stating it is not reasonable to have to compensate the Tenant for this.

### Analysis

Based on the evidence before me, and the testimony of the Tenant and Landlord, and on a balance of probabilities, I make the following findings:

The tenancy agreement that was signed and provided by the Landlord and Tenant states that the pad rental tenancy begins on May 1, 2021. While the closing date for

possession of the manufactured home was May 6, 2021, the Tenant entered into an agreement to rent the pad site in the manufactured home park as of May 1, 2021.

I find that the NORI issued by the Landlord was issued properly and in accordance with the legislation. The 1.5% increase in pad rent is correct. The NORI has an effective date of May 1, 2022. I find that the Tenant owed pad rent of \$573.47 as of May 1, 2022.

The Tenant's claim to recover \$8.47 is dismissed.

#### Preparation Fee

The Act provides that a party can be awarded compensation for damage or loss under the Act but does not specifically permit compensation for the time it takes for a party to apply, prepare documents, or participate in dispute resolution. The Tenant's claim for \$100.00 is dismissed.

#### Filing fee

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was not successful with his application, the request to recover the application fee against the Landlord is dismissed.

#### Conclusion

The Landlord and Tenant entered into an agreement to rent a pad site in a manufactured home park as of May 1, 2021. The Landlord issued a NORI to be effective May 1, 2022. I find that the NORI issued by the Landlord was issued in accordance with the legislation and I find that the Tenant owed pad rent of \$573.47 per month as of May 1, 2022.

The Tenant's application to recover an overpayment of rent and for preparation costs are dismissed 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 *Manufactured Home Park Tenancy Act*.

Dated: January 16, 2023