



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding COLE DEVELOPMENTS LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, FFL

### Introduction

On November 15, 2022, the Landlord made an Application for a Dispute Resolution Proceeding seeking a Monetary Order for compensation pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

H.C. attended the hearing as an agent for the Landlord; however, the Tenant did not attend at any point during the 12-minute teleconference. She advised of the correct business name of the Landlord, and the Style of Cause on the first page of this Decision has been amended to reflect this change. At the outset of the hearing, I informed H.C. that recording of the hearing was prohibited, and she was reminded to refrain from doing so. As well, she provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 9:30 AM and monitored the teleconference until 9:42 AM. Only a representative for the Applicant dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that I was the only other person who had called into this teleconference.

H.C. advised that the Notice of Hearing and evidence package was served to the Tenant by registered mail on November 25, 2022, and that this package was not returned to sender (the registered mail tracking number is noted on the first page of this

Decision). Based on this undisputed testimony, I am satisfied that the Tenant was deemed to have received the Landlord's Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted the Landlord's evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

H.C. advised that the tenancy started on May 1, 1994, that the rent was currently established at an amount of \$482.00 per month, and that it was due on the first day of each month. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

She then testified that the Tenant's faulty furnace blew the breaker to the park, so the Landlord paid to have this repaired. She referenced the invoice submitted as documentary evidence to support the position that their electrician diagnosed this issue as being a result of the Tenant's furnace. As well, she advised that the Tenant had her own electrician come in, and that person also came to the same conclusion. She cited the notices to the Tenant requesting reimbursement of the cost to repair this problem; however, she stated that the Tenant only paid \$100.00 of the total amount owing. As such, the Landlord is requesting a Monetary Order in the amount of **\$183.50** to settle the remaining balance.

## Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 26 of the *Act* requires that the Landlord provide and maintain the manufactured home park in a reasonable state of repair that complies with the health, housing and safety standards required by law. As well, the Tenant must repair any damage to the site that is caused by their negligence.

Section 60 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

With respect to the Landlord's claim for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

As noted above, the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

Regarding the Landlord's claim for compensation in the amount of \$183.50, the consistent and undisputed evidence before me is that the Tenant's faulty furnace caused the Landlord's breaker to blow, resulting in a service call to affect the necessary repairs. Based on the documentary evidence and testimony, I am satisfied that the

Tenant did not compensate the Landlord for the cost of the repair. As such, I grant the Landlord a monetary award in the amount of **\$183.50** to satisfy this claim.

As the Landlord was successful in this claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 60 and 65 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenant to the Landlord**

Repair of damages	\$183.50
Filing fee	\$100.00
<b>TOTAL MONETARY AWARD</b>	<b>\$283.50</b>

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$283.50** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 30, 2023

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Residential Tenancy Branch