



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding EL CAMINO ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, PSF, OLC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on June 6, 2023. The Tenant applied for multiple remedies, pursuant to the *Manufacture Home Park Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony. The Landlord and both Tenants were at the hearing. The Landlord confirmed receipt of the Tenant's Notice of Dispute Resolution Proceeding package. The Tenant confirmed receipt of the Landlord's evidence package. The Tenant sent a second package (with evidence), by registered mail, and provided mail tracking receipts into evidence, showing it was sent to the Landlord on May 15, 2023. Pursuant to section 83 of the Act, I find the Landlord is deemed to have received that package 5 days after it was sent.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Issues

The Tenant is seeking multiple remedies under multiple sections of the *Act*, a number of which were not sufficiently related to one another. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues applied for, and based on the evidence before me, I find the most pressing and related issues in this application is related to the whether or not the Tenant is entitled to park his RV on the home site. The Tenant confirmed this was his priority as well. As a result, I exercise my discretion to dismiss, with leave to reapply, all of the grounds in both applications with the exception of the following grounds:

- I want the landlord to provide services or facilities required by the tenancy agreement or law

Issue(s) to be Decided

- Is the Tenant entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?

Background and Evidence

The tenancy started in December 2019, when the Tenant purchased his manufactured home and started renting this home site from the Landlord. A tenancy agreement was signed at that time and a copy was provided into evidence. The Tenant asserts that he had his realtor confirm that he would be able to park his RV on the home site and a copy of a text message was provided into evidence. However, that text message is between the Tenant and his realtor, and is not clear on what was being agreed to.

The Tenant stated that the tenancy agreement does not allow for him to park an RV on the homesite, but he had a verbal agreement with the Landlord at the time where he could park his RV for free, beside his mobile home. The Tenant stated he started storing his RV next to his mobile home in March 2021.

The whole manufactured home park sold to new ownership in July 2021, and since that time, the new Landlord has been updating tenancy agreements with tenants, and trying to bring the tenants in compliance with park rules. The Landlord signed a new tenancy agreement and new Park Rules with the Tenant in June of 2022, with several amended terms, including a term that prohibits storing of RV's on the home site or in the park. The Landlord pointed to the following Rule, agreed to by the Tenant in June 2022:

- 8.7 Your rental agreement does not provide for storage of R.V.s, boats, utility trailers, etc. They may not be stored on the Site. Only Recreational Vehicles listed in the tenancy application may be parked or stored on the Site, upon executing an extra Parking Agreement. For Replacement RV's the Landlords approval in writing is mandatory.

The Landlord stated that any agreement to store RV's on the home site must be negotiated separately, and requires Landlord approval and a separate RV parking agreement.

The Tenant wants to be able to park his RV next to his mobile home, for free, as he was able to in the past via his verbal agreement with the previous Landlord.

Analysis

In this case, the onus is on the Tenant to prove his claim.

I note both tenancy agreements signed by the Tenant, the one with the previous owner as well as the current one signed with the new owners, prohibit the storage of RV's on the home site/park as part of the tenancy agreement. While I acknowledge that the Tenant had a verbal arrangement with the previous owner to store his RV next to his mobile home as part of his tenancy agreement (included in base rent), I note the Tenant signed a new tenancy agreement, and signed the park rules document after the new owners took over. This new agreement was signed on or around June 24, 2022.

Shortly after this, the Landlord notified the Tenant, in writing, that he could not park his RV for free, as part of his tenancy agreement, going forward. This is when the dispute began. I have reviewed the totality of the situation, and I find the previous verbal agreement to store an RV for free as part of the base rent under the tenancy agreement ceased on the date the Tenant signed his new tenancy agreement with updated terms in June of 2022. I find the new tenancy agreement is clear that RV parking is not included under the tenancy agreement and that a separate parking/storage agreement must be negotiated, and the Landlord has been consistent in this approach since the new agreement was signed.

I find the Tenant is not entitled to store his RV, for free, as part of his tenancy agreement, going forward. I decline to make any orders for the Landlord to provide services or facilities, as the Tenant has requested.

The parties are at liberty to renegotiate or enter into a separate RV parking agreement, or to modify the current tenancy agreement, should the Tenant want to park his RV in the park.

Conclusion

The Tenant's application is dismissed, without leave. The Tenant has leave to reapply for the issues severed from the proceedings.

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: June 9, 2023

Residential Tenancy Branch