



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNRT, MNDCT, MNETC

### Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on October 12, 2022, wherein they sought monetary compensation from the Landlords in the amount of \$1,342.00.

The hearing of the Tenants' Application was scheduled for 1:30 p.m. on July 10, 2023. Only the Tenants called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlords did not call into this hearing, although I left the teleconference hearing connection open until 1:52 p.m. Additionally, 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 the Tenants and I were the only ones who had called into this teleconference.

As the Landlords did not call in, I considered service of the Tenants' hearing package. The Tenant, S.N., testified that one day after receiving the Notice of hearing by email on October 25, 2022, they personally served the Landlord, N.L., with the Notice of Hearing and the Application. They confirmed they videotaped serving the Landlord at the time of service. I accept their testimony in this regard and find the Landlords were duly served as of October 26, 2022 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Tenants' submissions and or arguments are reproduced here; further, only the evidence

specifically referenced by the Tenants and relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Are the Tenants entitled to monetary compensation from the Landlords?

### Background and Evidence

The Tenants testified that they live in a trailer/recreational vehicle located at the RV park and have done so for 3 years. They confirm they had a mailbox, paid for their own utilities and lived there full time. They also paid pad rent of \$496.00 per month.

The testified that for the first two and a half years the park was under good management. In June of 2022 the park sold to new owners. The Tenants testified that at that time, the new owners did not provide any management or any support and began withholding services and facilities. The Tenants testified that they were denied access to the bathroom, did not have power for 7 days between June 4-11, had no assistance in dealing with drug users who infiltrated the park, the Landlords stopped maintaining the common areas, and did not assist the Tenants in dealing with a sinkhole.

The Tenants stated that they tried to address these issues with the Landlords, but when they spoke to the Landlords, they were served an eviction notice. A copy of the notice was provided in evidence before me. The notice to end tenancy was not on the proper form, but the Tenants accepted the notice and moved out of province.

The Tenants further testified that the Landlords gave them a credit of two months in recognition of the declining conditions at the park. The Tenants sought asked for three months as the final three months of their tenancy were “horrific” and the Landlords refused their request for an additional month.

### Analysis

After considering the undisputed testimony and evidence of the Tenants, and on a balance of probabilities, I find the Tenants are entitled to monetary compensation from the Landlords.

The Tenants seek monetary compensation from the Landlords in the amount of \$1,342.00. \$350.00 of their claim represents compensation for their time filling in a sink hole.

Section 26 of the *Manufactured Home Park Tenancy Act* (the “*Act*”) requires a landlord to provide and maintain the manufactured home park in a reasonable state of repair and in a state which complies with housing, health and safety standards required by law.

I accept the Tenants’ testimony that they asked the Landlords to deal with the sinkhole, and when the Landlords refused, the Tenant and his son spent 8 hours dealing with this safety hazard. I find the amount requested by the Tenants, namely \$21.88 per hour to be reasonable for this work and I award the Tenants the **\$350.00** claimed.

The Tenants also seek the sum of **\$496.00** representing return of the pad rent paid during the final three months of their tenancy. The evidence confirms the Landlords provided them with two months compensation. I find this to be an acknowledgement by the Landlords that the value of the tenancy had significantly diminished in those final months.

I find, based on the Tenants’ undisputed testimony and evidence that the Landlords failed to honour their obligation to maintain the manufactured home park as required by section 26 of the *Act*, and instead of addressing deficiencies, they issued a notice to end tenancy. I also find the Tenants were denied access to the bathroom and power.

Section 21(2)(b) of the *Act* requires a landlord to reduce the amount of rent payable in the event a service or facility is denied. In this case I find the Landlords denied the Tenants access to the bathroom and power yet failed to reduce their rent accordingly.

Section 22 of the *Act* protects a Tenants right to quiet enjoyment of the manufactured home site and common areas. In this case I accept the Tenants’ testimony that the Landlords failed to take adequate steps to deal with the disturbances caused by drug users who had infiltrated the park. In doing so I find the tenancy was significantly devalued.

For these reasons I grant the Tenants' request for **\$496.00** representing the amount of pad rent paid during the final month of their tenancy.

A tenancy may only be ended in accordance with the *Act*. A landlord may end a tenancy for their own use pursuant to section 42 of the *Act*; however, pursuant to section 42(3), the notice must comply with section 45 in terms of form and content. Section 45 provides that a notice to end tenancy issued by a landlord must be on the *approved form*.

As noted, the notice to end tenancy was not on the approved form, and had the Tenants disputed the notice, they would have likely been successful in having it set aside as it did not comply with the *Act*. However, they accepted the notice and moved from the manufactured home park.

A tenant is entitled to monetary compensation pursuant to section 44 of the *Act* if they receive a notice to end tenancy under section 42. However, as the notice in this case does not comply, they are not entitled to further compensation under section 44, and I therefore dismiss their claim for a further months rent.

### Conclusion

The Tenants are entitled to monetary compensation in the amount of **\$846.00**. In furtherance of this I grant the Tenants a Monetary Order in this amount. The Order must be served on the Landlords and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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: July 13, 2023

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Residential Tenancy Branch