

Successful Tenancies

A Guide for Manufactured Home Park Landlords & Tenants in British Columbia

Manufactured Home Park Tenancy Act



Throughout the guide, the Residential Tenancy Branch is referred to as the RTB. Please don't hesitate to contact us if you have any questions. Contact information is listed in section 2.

Revised March 2012

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Successful Tenancies

- » Learn about your rights and responsibilities
- » Call the RTB if you have any questions
- » Don't wait for a small problem to become a big problem
- » Ensure all agreements and contracts are in writing, dated and signed by both parties
- » Keep a copy of all agreements and correspondence
- » Comply with the Act

Tenant

Pay your rent on time.

Don't hold back your rent for any reason unless ordered by the RTB.

Landlord

Comply with the Act.

Keep the manufactured home park in a reasonable state for occupancy.

Visit the RTB web site for
the Manufactured
Home Park Tenancy Act
and forms
www.rto.gov.bc.ca

Introduction

This guide provides general information about the Manufactured Home Park Tenancy Act and Regulation. Where the Act and this guide differ, the Act prevails.

It is essential for both landlords and tenants to understand their rights and responsibilities. It is important to keep up-to-date on British Columbia's rental laws and comply with those laws and the terms contained in your tenancy agreement.

1. Manufactured Home Park Tenancy Act and Regulation

British Columbia's Manufactured Home Park Tenancy Act (the Act) and Regulation apply to:

- » Manufactured Home Park tenancies

The Act does not apply to:

- » A Tenant who rents both the home and the home site
 - In this case, the tenancy falls under the Residential Tenancy Act

The Acts and Regulations are available:

- Online at www.rto.gov.bc.ca/

2. Contact Information

2.1 For More Information, Forms and Other Documents

Residential Tenancy Branch General Information:

Public Information Lines:

604-660-1020

250-387-1602

1-800-665-8779 (Toll free from anywhere in BC)

Email: HSRTO@gov.bc.ca

Internet: www.rto.gov.bc.ca

2.2 Office Locations

Hours: 9:00 a.m. – 4:00 p.m., Monday to Friday

Burnaby

400 – 5021 Kingsway

Burnaby BC V5H 4A5

Victoria

101 – 3350 Douglas Street

Victoria BC V8Z 3L1

Kelowna

305 – 478 Bernard Avenue

Kelowna BC V1Y 6N7

Applications may also be filed at Service BC Offices.

For information on the location of these offices, please visit:

www.servicebc.gov.bc.ca/services/locations.

At the Start of a Tenancy

3. Definitions and Clarifications

3.1 The Landlord

The landlord is the person who, in exchange for rent, gives another person (the tenant) the right to use the manufactured home site.

A landlord can be:

- » The owner of the park
- » The owner's agent
- » The owner's successors

The landlord must:

- » Comply with British Columbia's rental laws
- » Make sure the park is maintained according to the health, safety and housing standards established by law
- » Make repairs and keep the park in good condition
- » Pay the utility bills if utilities are included in the rent
- » Investigate any complaints about disturbance
- » Ensure that the tenant's right to quiet enjoyment and peaceful occupation of the site are respected

The landlord must not:

- » Charge for accepting or processing a tenancy application
- » Charge for reviewing or accepting an application

3.2 The Tenant

The tenant is the person who pays rent in exchange for the right to use the site and common areas in the park.

A tenant must:

- » Pay rent and other fees on time
- » Maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home park site

- » Ensure his or her guests and pets:
 - Do not damage the property, but if there are damages, repair them as soon as possible
 - Do not disturb other people in the park
 - Do not endanger the safety of others in the park

3.3 Tenants Under the Age of 19

A person under the age of 19 is legally responsible for the tenancy if his/her name is listed on the tenancy agreement as a tenant.

3.4 Discrimination

A landlord cannot discriminate in tenancies based on a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age or legal source of income (Section 10 of the Human Rights Code).

For instance, income assistance is a legal source of income and a landlord cannot refuse to rent to someone for this reason alone. A landlord usually cannot refuse to rent to people because they have children but can limit the number of people living on the site.

Exceptions:

- » The park is a development for people age 55 or older

To complain about discrimination or for more information, contact:

BC Human Rights Tribunal

1170 – 605 Robson Street

Vancouver BC V6B 5J3

Phone: 604-775-2000

Fax: 604-775-2020

TTY: 604-775-2021

Toll-free in British Columbia: 1-888-440-8844

Email: BCHumanRightsTribunal@gov.bc.ca

3.5 Protection of Personal Information

A landlord might ask for personal information from a prospective tenant to conduct a credit or reference check. The landlord must protect this personal information and comply with the Personal Information Protection Act.

People concerned about protection of their personal information should contact:

Office of the Information and Privacy Commissioner
for British Columbia
PO Box 9038 Stn Prov Govt
Victoria BC V8W 9A4
Phone: 250-387-5629
Fax: 250-387-1696
Email: info@oipc.bc.ca

4. Manufactured Home Site Tenancy Agreement

Every landlord and tenant must enter into a Manufactured Home Site Tenancy Agreement. This is a contract that establishes the rules regarding the tenancy. A tenancy agreement gives the right to the manufactured home owner to occupy a manufactured home site. The landlord remains the owner of the land and in conformity with the Act, may end the tenancy which would oblige the tenants to move their homes.

The tenancy agreement must be in writing and be signed and dated by both landlord and tenant. Once the agreement is signed, it is legally binding. Not complying with the tenancy agreement can have negative results, such as loss of rent or eviction. Therefore, it is important to be clear about what is and is not acceptable when negotiating the agreement and to understand each term.

Where a tenancy agreement conflicts with the Act, some terms might not be enforceable. A term that is oppressive or grossly unfair to either the landlord or tenant is “unconscionable” and cannot be enforced.

The landlord must give the tenant a copy of the signed and dated tenancy agreement within 21 days of signing.

4.1 What a Material Term is

A material term is something so important that the slightest breach of the term may be cause to end the tenancy.

Material Term examples:
late payment of rent or not providing services when included in the agreement
(example: roads snow removal and septic systems).

4.2 Terms that Must be in a Tenancy Agreement

A landlord can create a tenancy agreement as long as it complies with all laws and rules.

The agreement must include:

- » Legal names of the landlord and tenant
- » Address and telephone number of the landlord or landlord's agent
- » Address of the manufactured home site
- » The date on which the tenancy starts
- » For a fixed term tenancy, the date the tenancy ends and whether it may continue after that date
- » The amount of the rent and when it is due
- » The list of services and facilities included in the rent
- » Park rules
- » The boundaries of the manufactured home site measured from a fixed point of reference
- » Signatures of the landlord and tenant
- » The date the agreement was signed
- » The agreed terms on:
 - Pets
 - Rent increase
 - Assigning or subletting
 - Repairs
 - Locks
 - Landlord's entry into manufactured home park site
 - Ending the tenancy

4.3 Other Terms

Landlords and tenants can agree to and include other terms in the tenancy agreement, as long as those terms comply with the Act, are written in the agreement, and are clear and easily understood.

Examples of additional terms:

- » Fees
- » Moving insurance or bond
- » Whether smoking is permitted in common areas
- » Whether there are size restrictions on pets

A landlord cannot ask a tenant to agree to never apply for dispute resolution as a condition of the tenancy agreement. Such a term is contrary to the Act and is not enforceable.

4.4 Security Deposit

A landlord can not charge a security deposit for a manufactured home park tenancy.

4.5 Pets

Landlords can decide whether or not they will allow pets. Where pets are permitted, the landlord can restrict the size, kind or number of pets. The landlord can also establish pet-related rules and the tenant must abide by those rules.

A landlord is not allowed to ask for a pet damage deposit.

4.6 Format for a Manufactured Home Site Tenancy Agreement

A tenancy agreement must be easy to understand and read, with all text being at least 8 point in size or larger. This is a sample of 8 point Times New Roman, and this is 8 point Arial.

5. Park Committee

A park committee may develop and pass rules for the operation of a manufactured home park.

If there is no park committee, the landlord may establish park rules that must be given in writing to each tenant. The landlord may change park rules with two weeks written notice of the change.

5.1 Establishing a Park Committee

A park committee consists of the landlord (or representative) and between two and five tenants who ordinarily reside in the park.

Either the landlord or a tenant can call a meeting to establish and select a park committee. The person calling the meeting must give two weeks written notice of the meeting to each tenant and the landlord.

The notice must include:

- » The purpose of the meeting
- » The time, date and place of the meeting
- » The name of the person who is giving the notice
- » A copy of Section 31 of the Act and Part 3 of the Regulation

The first meeting:

1. The meeting can proceed if a majority of tenants, in person or by proxy, and the landlord are in attendance. If this is not the situation, one must wait at least 60 days before calling another meeting.
2. The person who called the meeting must hold a vote to determine who will chair the meeting and who will keep the minutes.
3. The elected chair must then hold a vote on whether a park committee will be established. A majority of tenants, in person or proxy, and the landlord must vote in favour of establishing the committee. If turned down, another meeting can be organized in 60 days or more.
4. If the vote is in favour of a park committee, the chair must hold a vote to elect the committee members:
 - a. To be elected, a tenant must receive a majority of votes
 - b. The landlord is not eligible to vote
5. The person taking the minutes at the first meeting must give a copy of those minutes to an elected member.

The committee must at all subsequent meetings keep minutes and must make them available to the landlord and tenants on request.

5.2 Committee Term of Office

The term of office ends at the close of the annual meeting. A person whose term has ended is eligible for reelection.

5.3 Removing a Park Committee Member

A member of a park committee, other than the landlord or the landlord's representative, may be removed for cause before the expiry of the term by unanimous agreement of all remaining members of the park committee.

If a member of a park committee is removed, unwilling or unable to act for an extended period, the remaining members of the park committee must call a meeting of tenants to elect a replacement for the remainder of the term.

5.4 Who can Vote

- » Only one tenant per site is allowed to vote
- » A person may vote in person or by proxy
- » An abstention does not count
- » Secret ballot must be carried out if a majority vote for it

5.5 Annual Meeting

A park committee must hold an annual meeting to discuss park issues and elect committee members. A member of the park committee must record the minutes.

The committee must give written notice of the meeting at least two weeks before the date to the landlord and to each tenant. The notice must include:

- » The purpose of the meeting,
- » The time, date and place of the meeting

There are two conditions for the Annual meeting to take place:

1. The landlord or representative must be present in person or by proxy
2. At least one third of the park sites are represented either in person or by proxy

If an annual meeting does not take place within 15 months, the park committee is deemed to be disbanded and a new park committee may be established as set out in the regulations.

5.6 Making Decisions

A park committee can only make decisions by unanimous agreement. If the committee is unable to reach an agreement, the park committee may, by unanimous decision, refer the proposal to a vote of the landlord and the tenants of the park.

5.7 Resolving Disputes

The park committee may assist the landlord and tenants to reach a voluntary resolution of a dispute. To help resolve the dispute, the park committee can consult with other tenants. However, information about the dispute can only be released if all the parties to the dispute agree.

5.8 Obtaining Residents List

A tenant can request from the landlord a list of all tenants' names and addresses if the purpose is to distribute a notice.

The landlord can charge up to \$10 for the list and must supply the list within two weeks.

When asked for the residents list, a landlord must supply the list within two weeks.

5.9 Park Rules

Landlords or park committees frequently decide on park operating rules. The rules must be handed in writing to the tenant before entering into a tenancy agreement. Park rules in place at the time a tenancy starts can be enforced just like other tenancy agreement terms are enforced.

A new rule, or change to an existing rule, cannot change a material term of a tenancy agreement. A written notice must be sent to the landlord and each tenant.

The notice must:

- » Advise that only one landlord and only one tenant from each site may vote
- » State and explain the proposal
- » Include a ballot and voting instructions
- » Advise that if a vote is not returned it will be counted as a vote in favour of the proposal

- » Indicate the address where the vote should be delivered
- » Indicate the date by which the vote must be received, which must be at least two weeks after the notice is given

Tenants must be informed in writing at least two weeks in advance of the rule taking effect. A rule voted in by the majority must be abided by.

Tenants can file for dispute resolution if they feel that the rule is in conflict with the Act or their original tenancy agreement.

A new rule about pets does not apply to pets already living in the park.

A rule can be established or changed if the rule:

- » Promotes the convenience or safety of the tenants
- » Protects and preserves the condition of the park or the landlord's property
- » Regulates access to or fairly distributes a service or facility
- » Regulates pets in common areas

A new or modified rule is enforceable when:

- » It is reasonable in the circumstances
- » It applies to all tenants in a fair manner
- » Is clear enough that a reasonable tenant can understand how to comply

During the Tenancy

6. Paying the Rent

Rent must be paid on time. The day that rent payment is due must be made clear in the tenancy agreement. Rent payment is overdue if the full amount is not paid by midnight on the day it is due. If a rent payment is mailed, the tenant should mail it far enough in advance to allow delivery by the due date.

A landlord:

- » Does not have to accept partial rent payment
- » Must provide a receipt when a tenant pays the rent in cash
- » Must make it clear where the rent payment is to be dropped off

A landlord can request post-dated cheques from the tenant, but cannot refuse other methods of payment. The payment of rent should be listed as a term of the Tenancy Agreement (i.e. post dated cheques or direct deposit) prior to the tenancy starting.

6.1 Late or Unpaid Rent

If a tenant does not pay the rent on time, the landlord can give the tenant:

- » A 10-Day Notice to End Tenancy for Unpaid Rent, or
- » A One-Month Notice to End Tenancy for breach of a material term in the tenancy agreement

Rent payment is late if the full amount is not paid by midnight on the day it is due.

Detailed information on these two notices can be found in sections 12.5, 12.6 and 12.7 of this guide.

6.2 Late or Unpaid Utility Charges

When a tenancy agreement requires the tenant to pay utility charges (for example, heat, hydro or cable) to the landlord, and the tenant has not paid those charges, the landlord can give the tenant a written request for payment. If the utility charges remain unpaid after 30 days, the landlord can serve the tenant with a 10-Day Notice to End Tenancy and treat the unpaid utility charges as unpaid rent.

7. Rent Increases

7.1 Yearly Rent Increases

Rent can increase only once a year and only by an amount permitted by law. The law allows inflation plus 2%, as well as a proportion of increases in some operating costs.

Before increasing the rent, a landlord must:

- » Check the RTB web site, call the information line, or visit a branch office to find out the maximum rent increase allowed in the current year
- » Give the tenant three whole rental months' notice before the effective date of the increase using the form Notice of Rent Increase – Manufactured Home Site

- » Serve the notice to the tenant three full months before the rent increase takes effect

A tenant does not have to pay an increase that is higher than the amount permitted by law. Instead, the tenant can give the landlord documentation regarding the permitted amount or submit an application for dispute resolution asking for an order requiring the landlord to comply with the law.

If a tenant has paid an increase that was higher than the permitted amount, the tenant may deduct the amount from future rent. The tenant may want to attach a note to the rent to explain the reason for holding back part of the rent.

Rent can increase only once a year by an amount permitted by law.

7.2 Additional Rent Increase

To raise the rent above the permitted amount, the landlord must have either the tenant's written agreement or an order from the RTB.

To apply for an order, the landlord must submit an Application for Additional Rent Increase to the RTB. The application fee is \$200, plus \$5 for each affected unit, to a maximum of \$500.

Upon receipt of the application, the RTB will give the landlord a notification package including a hearing date. The landlord must notify all the tenants within three days by serving them a copy of the package. At the hearing, the tenants can raise their concerns regarding the landlord's proposed increase.

An order approving the increase might be issued where the landlord:

- » Can demonstrate the rent for a manufactured home site is significantly lower than that of similar sites in the area
- » Completed significant repairs or renovations that could not reasonably have been foreseen and will not recur within a reasonable period
- » Incurred a financial loss from an extraordinary increase in operating expenses
- » Incurred a financial loss for the financing costs of purchasing the manufactured home park that could not reasonably have been foreseen

If an order is issued, the landlord must notify affected tenants using the form Notice of Rent Increase – Manufactured Home Site. The approved increase should be indicated on the form. The landlord must give tenants three whole rental months' notice before the rent increase comes in effect.

8. Repairs

8.1 Repairs and Maintenance

A landlord and tenant are both responsible for repairs and maintenance.

A tenant must:

- » Repair any damage that they, their guests or pets cause, even if it is an accident
- » Maintain the site and common areas in a condition that reasonably meets health and cleanliness standards
- » Maintain or repair improvements made to the site by the tenant unless the repair is a term of the tenancy agreement
- » Contact the landlord as soon as possible if a serious repair is needed to a service or facility provided by the landlord

A landlord must:

- » Maintain the park in a reasonable state of repair
- » Comply with health, safety and housing standards
- » Comply with local city by-laws
- » Oversee repairs for serious problems
- » Repair damages caused by reasonable wear and tear to the site or common areas
- » Ensure the site is suitable for occupancy
- » Ensure emergency contact information is posted in a visible place in the park, or provide tenants with that information in writing

Ongoing repairs that continually disrupt a tenant may make a tenancy less valuable and the tenant could be entitled to reduced rent while the work is underway. The landlord and tenant can agree in writing to a temporary rent reduction, or the tenant can submit an application for dispute resolution asking for a rent reduction.

To get repairs done, one party must submit a written request to the other party indicating what repairs are needed and asking they be completed within a reasonable period. If the repairs are not completed within a reasonable period, an application for dispute resolution asking for an order forcing the repairs can be filed.

8.2 Emergency Repairs

Repairs are an emergency only if the health or safety of the tenant is in danger, or if the use or preservation of property in the manufactured home park is at risk.

When an emergency arises, the tenant must try to call the emergency contact at least twice, allowing a reasonable amount of time for the contact to respond each time. If the matter goes to dispute resolution, the tenant may wish to have evidence of these attempts, such as a witness or written notes. If the emergency contact does not respond, the tenant may have the work done at a reasonable repair cost. The landlord may take over the repair work at any time.

Examples of emergencies repairs are:

- » Damaged or blocked water and sewer pipes or
- » Faulty electrical systems

Situations that are not emergencies include:

- » A pothole on the road
- » Common laundry machines not working

8.3 Reimbursing a Tenant for Emergency Repairs

A landlord must compensate a tenant who paid for emergency repairs if the tenant:

- » Did not cause the damage or their guests or pets caused the damage
- » Attempted to contact the landlord's designated emergency contact on a least two different occasions
- » Allowed a reasonable time for the contact person to respond
- » Provided the landlord with a written account of the repairs with receipts and requested reimbursement from the landlord. If a landlord does not reimburse the tenant after receiving the written account and receipts, the tenant can deduct the emergency repair costs from the rent

If a tenant deducts the repair costs from the rent and the landlord believes the repair costs were too high, unnecessary, or the result of the tenant not taking proper care of the rental unit, the landlord can:

- » Submit an application for dispute resolution asking for a monetary claim against the tenant
- » Serve the tenant with a 10-Day Notice to End Tenancy for Unpaid Rent

The tenant can submit an application to dispute either notice. When a hearing results in a decision in the landlord's favour, the tenant may be ordered to pay a specific amount to the landlord within a certain time frame. If a tenant does not pay, the landlord can:

- » Have the order enforced through the Small Claims Court
- » After 30 days, issue a One-Month Notice to End Tenancy for non-compliance with an order

9. Other Important Rights and Responsibilities

9.1 Quiet Enjoyment

A landlord must provide quiet enjoyment to all tenants. This means reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the site and use of common areas for reasonable purposes.

Tenants must make sure they, their guests and pets do not unreasonably disturb other occupants. If tenants are unreasonably disturbed and the landlord fails to take action, the tenants may submit an application for dispute resolution asking for the landlord to provide quiet enjoyment or compensate tenants for their loss of quiet enjoyment.

9.2 Ending or Restricting a Non-essential Service or Facility

A landlord can eliminate or restrict a non-essential service or facility (for example, the cable TV if the tenant can purchase it directly from a cable supplier). However, a landlord could not eliminate or refuse to repair an essential service, such as the sewage system.

The landlord must provide 30 days written notice using the form Notice Terminating or Restricting a Service or Facility and reduce the rent in an amount equivalent to the value of the service being discontinued.

A tenant can dispute a landlord's notice or the amount of rent reduction by applying for dispute resolution. The RTB may:

- » Order the landlord to deduct a different amount from the rent
- » Agree with the landlord
- » Order the landlord to decrease the rent by the value of the discontinued service until the landlord restores the service or facility
- » Issue a monetary order enforceable against the landlord

9.3 Non-refundable Fees that Can Be Charged by a Landlord

The landlord can charge non-refundable fees for replacement or extra keys, access cards and other related items. The fees charged cannot be more than the actual cost of the items.

A landlord can also recover the fee charged by a bank if a tenant's cheque is returned. In addition, a term can be included in the tenancy agreement requiring the tenant to pay a fee up to \$25 when a cheque is returned or if the rent is paid late.

A tenant may also be required to pay a fee for something that is not included in the tenancy agreement, such as additional parking.

When a tenant does not pay a required fee, the landlord can submit an application for dispute resolution asking for an order for the tenant to pay the fee.

9.4 Subletting or Assigning a Tenancy

A sublet occurs when a tenant rents his or her home to someone else. The original site tenant remains responsible to the landlord while the sub-tenant lives there. The original tenant becomes a landlord and must have a written tenancy agreement with the sub-tenant and abide by the Residential Tenancy Act.

An assignment is where the original manufactured home owner sells the home and the tenancy between the new owner and the landlord continues under the existing tenancy agreement. The original tenant's legal obligation ends.

A tenant can sublet or assign a manufactured home if:

- » A term in the tenancy agreement allows a sublet
- » The RTB issues an order allowing the assignment or sublet
- » The landlord grants the assignment or sublet in writing

The landlord has 10 days to reply in writing to a request for a sublet or assignment. The Request for Consent to Assign (RTB-10) or Sublet (RTB-25) a Manufactured Home Park Site Tenancy forms have space for the landlord to provide their answer. The time can be extended if both the landlord and tenant agree. The home owner must serve the request on the landlord with sufficient time for the landlord to make a decision before the sublet or assignment comes into effect. If the tenant does not receive the landlord's response within 10 days, or the agreed time, the landlord's consent is deemed to have been given and the tenant may proceed with the assignment or sublease.

The written request must include:

- » The name and address of the home owner
- » Signature of the home owner
- » The name and address of the landlord
- » The proposed date for sublet or assignment
- » Information on the proposed purchaser or subtenant
 - Name
 - Address of residence for the past two years
 - Length of time residing at each address
 - Name and telephone number of each landlord when applicable
 - Names and telephone numbers of two personal references
 - Signed consent for the landlord to contact references and landlords
 - If the park is reserved for people who have reached 55 years old, proof that the purchaser or subtenant has met the age requirement
- » For a sublet
 - Proof that the new tenant's sublease agreement does not conflict with the tenancy agreement

- » For an assignment
 - Current monthly rent
 - ~ Effective date of the most recent rent increase
 - ~ Signed consent to a credit check from the proposed purchaser
 - ~ Signed statement that the proposed purchaser agrees to comply to the tenancy agreement and park rules
 - ~ Copy of any outstanding orders or notices

If a tenant assigns or sublets without the landlord's consent, the landlord may serve the original tenant a One-Month Notice to End Tenancy and the sub-tenant must move out.

A landlord is entitled to ask for information to conduct credit or reference checks on a prospective tenant, and may withhold consent if it appears the prospective tenant will not be able to comply with the terms of the tenancy agreement or park rules.

If the tenant believes that the landlord is unreasonably refusing to allow a sublet or assignment, the tenant can file for dispute resolution. The landlord cannot accept a payment or other benefit for allowing a tenant assign or sublet a tenancy.

10. Access

10.1 Tenants and Guests Access

A landlord must provide access to the park for:

- » A tenant
- » A tenant's guests
- » Any political candidates or their representatives who are canvassing or distributing material

A landlord cannot:

- » Unreasonably restrict access
- » Charge a fee for overnight guests
- » Make rules such as "no guests after 10 p.m." or "no overnight guests"

10.2 Landlord Access

A landlord may enter a tenant's site after giving proper written notice stating the date, time and reason for the entry. The purpose of the entry must be reasonable. The tenant must receive the written notice at least 24 hours, and not more than 30 days, before the time of entry.

The landlord can also enter the site:

- » With the tenant's consent
- » To collect the rent or serve a document
- » With a RTB order
- » When the tenant has abandoned the site
- » If an emergency exists and the entry is necessary to protect life or property

A landlord may also enter any common areas, or the park, at any time without giving the tenant notice.

10.3 Changing Locks

If a landlord changes the means of access to the manufactured home park, the landlord must provide each tenant with new keys or other means of access. A tenant cannot change locks or other means of access to common areas of the park unless the landlord agrees in writing to the change.

When a tenant changes the locks without proper approval, the landlord can give written notice that the tenant has contravened the Act and must correct the situation within a specific but reasonable period. The tenant must change the locks back and pay for the work done or give the landlord keys to the new locks. If the original lock was keyed to a master key, the tenant may need to restore the original lock. If the tenant does not do so, the landlord can give the tenant a One-Month Notice to End Tenancy.

Ending the Tenancy

11. When a Tenancy Ends

A tenancy ends when:

- » The tenancy agreement is a fixed term that specifies the tenant will move out at the end of the term
- » The tenant or landlord gives notice to end the tenancy in accordance with the Act
- » The landlord fails to comply with a material term of the tenancy agreement and fails to correct the situation within a reasonable period
- » The tenancy agreement is frustrated by circumstances beyond the landlord or tenant's control
- » The tenant moves out of the site or abandons the home
- » The landlord is granted an order of possession by the RTB
- » The tenant and landlord mutually agree in writing to end the tenancy

A landlord and tenant can agree in writing at any time that the tenancy agreement will end on a specified date. The landlord or the tenant can draw up their own agreement or use the form Mutual Agreement to End a Tenancy available on the RTB web site (www.rto.gov.bc.ca).

11.1 Moving a Manufactured Home

The landlord can ask the tenant for proof of third party liability insurance or bond to cover potential damages caused by moving the manufactured home to or from the site.

When a tenant vacates a manufactured home site at the end of tenancy, the tenant must leave the site reasonably clean and undamaged, and give the landlord all the keys and other means of access to the manufactured home park and common areas.

11.2 Frustrated Tenancy Agreement

A tenancy agreement would be frustrated if it becomes impossible to meet the terms of the contract through circumstances beyond anyone's reasonable control. Under this circumstance, a notice to end the tenancy is not required by either party.

An example of this situation is when there is an earthquake that damages the manufactured home park so that it cannot be occupied for an extended period. The tenancy agreement ends when the unexpected event occurs.

11.3 Fixed-Term Tenancy

A tenant can move at the end of a fixed-term agreement without giving notice if the tenancy agreement specifies that the tenant must move off the site at the end of the tenancy.

When a tenant is not required to move out at the end of the tenancy but wants to do so, the tenant must give one full rental month's notice. The notice cannot take effect before the end date specified in the agreement. The notice must be signed by the tenant and indicate the complete address and the date the tenant plans to end the tenancy. Verbal notice is not acceptable.

When a tenant is not required to move out at the end of the tenancy and wants to stay, the landlord and tenant may sign another fixed-term tenancy agreement, or the tenancy can continue on a month-to-month basis under the existing terms of the tenancy agreement. Once the tenancy is month-to-month, the landlord cannot force the tenant to go back to another fixed term or sign a new agreement.

The tenant must have the landlord's written agreement to end a fixed term tenancy early. A tenancy agreement can include a term requiring the tenant to pay some form of compensation to end the tenancy early. A tenant who ends a fixed-term tenancy early without the landlord's agreement can be held accountable for any loss incurred by the landlord, such as rent or advertising costs to re-rent the site. The landlord is obliged to limit any potential loss by actively trying to rent the site.

12. Notice to End Tenancy

Tenants and landlords should keep a copy of the notice served and a record of how the notice was served, including the date, time, name of the person served, method and location of service.

12.1 Ways for a Tenant to Give Notice to End the Tenancy

The tenant must ensure the landlord receives written notice in one of the following ways:

- » In person or to a person who acts as an agent for the landlord, before the last day of the month
- » By posting the notice on the door or putting it in the mailbox where the landlord lives or conducts business as a landlord at least three days before the last day of the month
- » By fax to a number that the landlord has provided at least three days before the last day of the month
- » By regular or registered mail at least five days before the last day of the month

12.2 Ways for a Landlord to Give Notice to End the Tenancy

A landlord must serve notice using the appropriate Notice to End Tenancy form. Each form lists all the valid reasons and the amount of time the landlord must give. Generally, the landlord must give at least one month's notice. However, a tenant that has not paid the rent or utilities on time can be given a 10-day notice.

When the tenancy is for a fixed term, the notice cannot take effect before the end date specified in the tenancy agreement, unless the reason for the notice is non-payment of rent or utilities or for cause.

12.3 How a Landlord Serves the Notice to End Tenancy

- » By leaving a copy with the tenant or at the tenant's residence with an adult who apparently resides with the person. The notice is considered served the same day
- » By leaving a copy in a mail box or mail slot for the address at which the tenant resides. The notice is considered served three full days later

- » By posting a copy to a door or other conspicuous place at the address at which the tenant resides. The notice is considered served three full days later
- » By transmitting a copy to a fax number provided as an address for service by the tenant. The notice is considered served three full days later
- » By sending a copy by ordinary mail or registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing
- » As ordered by the RTB

Sliding the notice under the door or using e-mail is not valid under the Act.

12.4 Example of Timing for a One-month Notice

Type of Service	Period	Day Served	End of Tenancy
In person	Immediate	April 30	May 31
In mail box	3 days	April 27	May 31
Posted on the door	3 days	April 27	May 31
By Fax	3 days	April 27	May 31
By Mail	5 days	April 25	May 31

12.5 10-Day Notice to End Tenancy

A tenant who does not pay all the rent or utilities when they are due can be served a 10-Day Notice to End Tenancy.

If the tenant pays all the rent and utilities owing within five days of receiving the 10-Day Notice, the notice is cancelled and the tenancy continues.

A tenant can dispute the notice by submitting an application for dispute resolution within five days of receiving the notice. A tenant disputing a notice must still pay all rent owing within five days in order to cancel the notice.

It is important to take the correct steps. Writing a letter or talking to the landlord is not enough.

A tenant who does not pay the rent or dispute the notice within five days must move out within 10 days of receiving the notice.

12.6 Direct Request

A Direct Request is a procedure to process applications for orders of possession when a 10-Day Notice to End Tenancy for unpaid rent has been served and not contested. This procedure can only be used when an application is made in person at a Residential Tenancy Branch location or Service BC Office and includes copies of:

- » the tenancy agreement
- » the 10-day Notice to End Tenancy for Unpaid Rent
- » proof of service of the 10-Day Notice

The RTB reviews the material and makes a decision without a participatory hearing.

To request a review of a Direct Request decision, the tenant must submit an application no later than two days after receiving the decision. Because there is no participatory hearing, fraud is the only reason that will be considered for a review of the decision.

12.7 One-Month Notice

The landlord can serve the tenant with a One-Month Notice to End Tenancy where:

- » The tenant:
 - Is repeatedly late paying rent
 - Has broken a material term and has not complied after receiving written notice from the landlord
 - Knowingly gave false information about the manufactured home park to a prospective tenant or purchaser
 - Assigned or sublet the manufactured home site without the landlord's consent
 - Was provided with a site as a condition of their employment and that employment has ended
 - Has not complied within 30 days with a RTB order
 - Has an unreasonable number of occupants living on the manufactured home site
 - Damaged the site over and above reasonable wear and tear and has not made repairs within a reasonable period

- » The tenants, guests or pets have:
 - Caused extraordinary damage or put the landlord's property at significant risk
 - Seriously jeopardized the health, safety or rights of the landlord or another occupant
 - Significantly interfered with or unreasonably disturbed the landlord or another occupant
 - Engaged in illegal activity that:
 - ~ Has caused or is likely to cause damage to the landlord's property
 - ~ Has affected or is likely to affect the quiet enjoyment, security, safety or physical well-being of other occupants in the park
 - ~ Has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or other occupant of the park

One-Month Notice example: if rent is due on the first of the month and a notice is given on March 15, the notice would take effect on April 30th.

A One-Month Notice must cover a full rental month.

12.8 Twelve-Month Notice

The landlord must serve the tenant with twelve months notice where the landlord plans to convert all or a significant part of the park to a non-residential use or a residential use other than a manufactured home park. The landlord must have all required government permits and approvals in place before issuing the notice.

A Twelve-Month Notice must cover a full year. For example, a notice given on March 15 would not take effect until the last day of March of the following year.

A tenant that receives a Twelve-Month Notice can move out earlier than the date specified on the notice, unless the tenancy is for a fixed term. The tenant must give the landlord at least 10 days written notice and pay the rent up to the move-out date. Where the tenant has already paid a full month's rent, the landlord must refund the rent on a pro-rated basis. In addition, the landlord must pay any remaining amount of the compensation.

If the sites are not used for the reasons given in the notice within a reasonable period, the tenants may apply for dispute resolution, asking for compensation equivalent to six months' rent. At the hearing, the landlord should be prepared to demonstrate there was an honest intent to convert at the time the notice was issued.

12.9 Disputing a Notice to End Tenancy

A tenant who believes a Notice to End Tenancy is not justified may submit an application for dispute resolution asking for an order setting aside the notice. If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice. The landlord should talk to the tenant to confirm the moving date.

Type of Notice to End Tenancy	Application for Dispute Resolution must be submitted
10-day notice for non-payment of rent	within 5 days of receiving the notice
One Month notice	within 10 days of receiving the notice
12-month notice	within 15 days of receiving the notice

13. Order of Possession

An Order of Possession gives the landlord the right to repossess the site and requires the tenant to move out of the park.

When applying for an Order of Possession, the landlord must provide a copy of the Notice to End Tenancy and be able to prove that it was served correctly. A landlord can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed or at any time after a tenant has served them with an application to dispute the notice.

When a tenant submits an application to dispute a Notice to End Tenancy, and if the tenant's application is not successful, the landlord can make an oral request for an Order of Possession at the same hearing. An Order of Possession may be issued without a further hearing in some circumstances.

13.1 When the Tenant Does Not Move Out

A landlord cannot physically remove a tenant, even when the tenancy has legally ended. A landlord also cannot prevent access to the manufactured home or site or take the tenant's personal property without a Writ of

Possession from the Supreme Court of British Columbia or without evidence that the tenant has abandoned the premises.

To have a tenant removed, the landlord must first get an Order of Possession from the RTB. The landlord must then serve the Order to the tenant. If the tenant does not leave by the date noted on the Order, the landlord must file the Order of Possession with the Supreme Court. The Supreme Court will issue the landlord a Writ of Possession. The Writ gives a court-appointed Bailiff the authority to remove the tenant's personal properties and home from the property and return possession of the site to the landlord. This process can happen quickly, often within a few days.

The Writ also gives the bailiff the authority to sell all tenant's possessions to recover costs for enforcing the Order of Possession. The removed tenant can also be required to cover the related costs, including bailiff fees.

Once an Order of Possession has been granted to the landlord, the tenant has few options. If a tenant believes they are entitled to the manufactured home site, they should take part in the hearing in which the landlord is seeking the Order of Possession.

To have a tenant removed, the landlord must first get an Order of Possession from the RTB.

14. Ending a Tenancy without Full Notice

14.1 By the Landlord

A landlord can submit an application asking for an order to end a tenancy without the usual notice if a tenant or the tenant's guests have:

- » Significantly interfered with or unreasonably disturbed another occupant, or the landlord
- » Seriously jeopardized the safety, rights or interests of the landlord or another occupant
- » Engaged in illegal activity that has caused or could cause; damage to the property, disturb or threaten the security, safety or physical well-being of another occupant, or jeopardize a lawful right or interest of another occupant or the landlord
- » Caused major damage to the property or put the landlord's property at significant risk

At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice and demonstrate it would be unreasonable or unfair to wait for a notice to take effect.

14.2 By the Tenant

If a landlord has breached a material term of the tenancy agreement, the tenant could decide to end the tenancy without giving full notice.

Before ending the tenancy, the tenant must:

1. Provide the landlord written notice of the decision to end the tenancy indicating the breach
2. Give a reasonable period for the landlord to correct the problem
3. If need be, submit an application for dispute resolution

The landlord may also submit an application for dispute resolution asking to set aside the tenant's notice. The RTB might decide in the landlord's favour if:

- » The term was not material
- » The breach was not serious enough to end the tenancy
- » The tenant did not exercise all available options beforehand, such as communicating directly with the landlord and applying for dispute resolution

14.3 When the Tenant Abandons the Unit

Abandonment occurs when the tenant gives up the tenancy and possession of the rental unit without properly giving notice to the landlord. Where the rent has been paid, a landlord cannot determine abandonment.

A tenant who is going to be away for an extended period should let the landlord know and make arrangements to pay the rent. Otherwise, a landlord may believe the tenant has abandoned their possessions and the tenancy.

Where the rent has not been paid for at least one month, the landlord could determine abandonment if:

- » The tenant has removed their possessions from the manufactured home
- » The tenant told the landlord that they do not intend to return
- » Circumstances are such that the tenant is not expected to return

When a tenant abandons the unit and owes rent, the landlord can submit an application for dispute resolution asking for the rent and other costs.

After the Tenancy

15. Tenant's Possessions

15.1 Tenant Leaves Possessions Behind

If the manufactured home appears to contain only a few possessions, the landlord should consider the probability that those possessions were forgotten or left as being of no value. The landlord may decide whether to wait a month before beginning the process of removing the manufactured home. The landlord must keep a written inventory describing the home and any personal possessions left on the site, and may wish to take photographs to document their condition.

Generally, the landlord must store the home and any possessions on the site for a period of 60 days. However, the landlord can immediately dispose of the home and any possessions in an appropriate manner if:

- » The home and possessions have a total market value of less than \$500
- » The cost of removing or storing the home and possessions would be more than the proceeds of its sale
- » The retention of the home would be unsanitary or unsafe

If a tenant does not claim the property from the landlord after 60 days, the items can be sold. From those proceeds, the landlord can deduct any amounts owed plus the costs of storing and disposing of the property. Any leftover amount must be forwarded to the Administrator under the Unclaimed Property Act.

15.2 Disposing of Abandoned Possessions

At least 30 days before disposing of the home and possessions, if they have a market value over \$500, the landlord must:

- » Give notice to any person who has registered a financial statement with the Personal Property Registry using the name of the tenant or the serial number of the property

- » Give notice to anyone who, to the knowledge of the landlord, claims an interest in the possessions
- » Give notice to anyone who is registered as an owner of the manufactured home in the Manufactured Home Registry
- » Post a notice in a newspaper published in the area where the home park is located

The notice must include:

- » The name of the tenant
- » The address of the manufactured home site
- » A description of the possessions to be sold
- » The name and address of the landlord
- » The address where the property is stored
- » A statement that the possessions will be disposed of after 30 days of the notice being served or posted unless the person being notified takes the possessions, establishes a right to the possessions, or makes a dispute resolution or a Supreme Court application to establish such a right

If a landlord decides to dispose of the items, a description of the items and disposal methods must be kept for two years.

The person claiming the abandoned property must pay the landlord's moving and storage costs.

A landlord and tenant can agree to create a written agreement respecting the storage of personal property.

15.3 Landlord Duty of Care

When dealing with a tenant's personal property, the landlord should take into consideration the circumstances and the nature of the property. The law requires the landlord exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.

Handling Disputes

16. Dispute Resolutions

16.1 Resolving a Dispute

A landlord and tenant should try to resolve any disagreement they may have before it becomes a bigger issue. To do this, it is essential for both to know their rights and responsibilities under the law and the terms of their tenancy agreement.

In addition to this guide, the RTB provides Fact Sheets and Policy Guidelines that clarify rental laws.

When trying to reach an agreement, it is helpful to put concerns in writing to the other person and provide some relevant documentation. Keep in mind, the other person might need time to review the information and decide whether to change their position. If an agreement is reached, put it in writing for future reference.

When a disagreement occurs, the landlord and tenant should try to resolve the problem and keep a copy of the agreed solution in writing.

When resolution cannot be reached, either the landlord or tenant can ask the RTB for assistance. The RTB might be able to help by providing additional information. If all else fails, a person can also submit an application for dispute resolution, which is a formal process managed by the RTB.

16.2 The Dispute Resolution Process

When a person submits an Application for Dispute Resolution a formal process begins. This process is similar to a court proceeding. The RTB schedules a hearing to be conducted and maintains a file on each case. During the process, the RTB hears both sides, weighs the evidence and makes a decision.

These are examples of the types of issues that can go to dispute resolution:

- » Tenant disputing a notice to end tenancy
- » Tenant wanting an order requiring a landlord to repair the manufactured home site

- » Tenant wanting monetary compensation from a landlord for a tenancy-related issue or debt
- » Landlord wanting an Order of Possession if a tenant will not move on a specified date
- » Landlord wanting monetary compensation from a tenant for unpaid rent or damages

The dispute resolution process cannot be used when a dispute is between tenants or between occupants sharing a Manufactured Home site.

16.3 The Decision

A written decision has to be issued within 30 days. During this period, unless requested by the RTB, further submissions, evidence or information will not be accepted. The written decision will give the reasons for the decision and be signed and dated.

Both the applicant and respondent will receive a copy of the decision. An RTB decision is legally binding. The RTB can dismiss the case if it believes the application to be frivolous, vexatious, trivial or not in good faith.

Dispute Resolution
decisions and orders are
legally binding.

16.4 Administrative Penalties

An administrative penalty as high as \$5,000 a day can be imposed on landlords and tenants who repeatedly contravene the Manufactured Home Park Tenancy Act or Regulations or repeatedly and deliberately disregard an RTB decision or order.

For more information on Administrative Penalties, ask for the fact sheet available at every office or visit the RTB web site (www.rto.gov.bc.ca).

17. The Hearing

17.1 The Dispute Resolution Hearing

Hearings usually last less than an hour.

17.2 Who Should Attend

Both the applicant and respondent should attend the hearing. Either or both can have someone representing them at the hearing. This person is called an agent, and might be a lawyer, advocate, friend, or relative.

17.3 What Happens at a Hearing

During a hearing, the applicant and respondent present their case and give the best evidence possible to support their claims. It is against the law to give false or misleading information.

The RTB may also ask questions. If there is conflicting evidence, the RTB can decide which evidence is stronger. The RTB is not bound by legal precedent and will make a decision based on the merits of each case. The RTB may also assist the parties to resolve the dispute and can record any settlement in the form of a decision or order.

17.4 One Hearing for Multiple Applications

There are two situations when more than one application can be heard at a hearing:

1. *Joined Applications – Tenants*

Where two or more applications submitted by different tenants name the same landlord, deal with the same issue and one order will provide adequate solution for all applicants.

Tenants wishing to join their applications must submit the form *Tenant's Request to Join Applications for Dispute Resolution*.

2. *Joined Applications – Landlords*

Where two or more applications are related to one tenancy agreement. Landlords wishing to join their applications must submit the form *Landlord's Request to Join Applications for Dispute Resolution*.

Those who apply for joined dispute resolution must agree in writing to deal with all the issues at once. The lead applicant pays the full fee and the other applicants each pay a reduced fee. The RTB considers all requests to join applications.

- » Cross applications – where two or more applications involve the same landlord, same tenant and same property and the issues are the same or different

Either the landlord or tenant can inform the RTB that there is another application in process involving the same parties. The RTB may schedule a single hearing to deal with all the applications in process.

17.5 Scheduling the Dispute Resolution Hearing

Dispute resolution hearings are scheduled to be heard by conference call. Either the applicant or respondent can request in advance a face-to-face hearing to meet special needs.

The RTB will prepare a hearing package for the applicant and each respondent.

The hearing package indicates the hearing date and time, and includes information such as how to prepare for dispute resolution and serve evidence.

The applicant has three days to serve the respondent the hearing package.

Dispute resolution hearings are done by conference call. If you have special needs, it is your responsibility to let the RTB staff know in advance of the hearing.

17.6 Serving the Notice of Hearing Package

The applicant must serve the notice of hearing package within three days in one of the following ways:

- » Leaving it with the tenant, landlord or an agent of the landlord
- » Sending it by registered mail to the address at which the tenant resides or at which the landlord carries on business as a landlord
- » Sending it by registered mail to the tenant's forwarding address
- » Serving the package in a manner ordered by the RTB

When applying for an Order of Possession or asking for an order to end a tenancy early the landlord must serve the hearing package in one of the following ways, by:

- » Leaving it with the tenant
- » Serving it by registered mail to the address at which the tenant resides
- » Leaving it at the tenant's residence with an adult who apparently resides with the tenant
- » Attaching it to a door or other conspicuous place at the address at which the tenant resides
- » Following the RTB order

The person who served the documents may need to either attend the hearing or provide a sworn Certificate of Service to prove the documents were served.

17.7 Monetary Claim

The RTB can hear a claim for money up to \$25,000. A claim for more than \$25,000 must be made through the Supreme Court of British Columbia.

A landlord or tenant has up to two years from the end of the tenancy to submit an application for dispute resolution seeking a monetary claim for debts or damages.

Examples of monetary claims by landlords include:

- » Rent owing
- » Damage that is more than normal wear and tear

Examples of monetary claims by tenants include:

- » Recovery of emergency repairs
- » Compensation for the site being unsafe or unusable

A monetary award will not be given for damage to the tenant's possessions unless the tenant can demonstrate the landlord was negligent and at fault.

Tenants should obtain insurance to cover damage to their own possessions. Only in exceptional circumstances can a tenant claim against the landlord's insurance.

18. Deadlines

18.1 Deadlines for Applying for Dispute Resolution

A landlord and a tenant has up to two years after a tenancy ends to submit an Application for Dispute Resolution. If one party submits an application during the two year period, the other party has the right to file an opposing claim but it must be received before the first claim is heard.

18.2 Deadlines to Dispute a Notice to End Tenancy

A tenant who wishes to dispute a Notice to End Tenancy should submit an application for dispute resolution as soon as possible and must do so within specific deadlines, outlined below. A landlord can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed.

Type of Notice to End Tenancy	Timeline After Tenant Receives Notice
10-day notice: unpaid rent	
Tenant can submit an application for dispute resolution	Within five days
Landlord can apply for Order of Possession	On or after the sixth day
One-month notice: cause	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
One-month notice: end of employment with the landlord	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
Two-month notice: landlord's use of property or tenant ceases to qualify for subsidized rental unit	
Tenant can submit an application for dispute resolution	Within 15 days
Landlord can apply for Order of Possession	On or after the 16th day

19. Applications

19.1 Completing an Application for Dispute Resolution

A landlord or tenant, or their representative, can submit an Application for Dispute Resolution. The applicant must be able to provide the names and contact information for the respondents, who are the people with whom the applicant is having the disagreement.

To submit an application, the applicant must:

- » Complete an Application for Dispute Resolution form
- » Submit the form and pay the filing fee

In an application made by a landlord, there may be one or more tenants who are respondents.

In an application made by a tenant, the respondent is the landlord, which may include other persons associated with the landlord, such as a park or property manager.

19.2 Where to Get a Dispute Resolution Application Form

- » Web-based forms can be completed and filed on line at the RTB's e-service: www.rto.gov.bc.ca
- » Paper copies are available at any RTB office or Service BC Office

19.3 Submitting the Form and Paying the Filing Fee

The basic fee for submitting an Application for Dispute Resolution is \$50. An applicant claiming more than \$5,000, but not more than \$25,000, must pay \$100. Claims for more than \$25,000 must be made through the Supreme Court of British Columbia and not the RTB.

There are several ways to pay:

Application submitted	Payment method
In person to the RTB	Credit card, debit card, cash, certified cheques or money order <ul style="list-style-type: none"> • The RTB does not accept personal cheques
By mail or courier to the RTB	Money order
Via RTB's online e-service	Credit card
In person to Service BC	Debit card, cash or certified cheques

19.4 Fee Waiver

The RTB may waive fees in exceptional circumstances. To request a fee waiver, an applicant must submit an Application to Waive Filing Fee with proof of current total household income (e.g. pay or support stubs).

20. Evidence

20.1 Evidence for a Dispute Resolution Hearing

Evidence is the information presented at the dispute resolution hearing to prove or defend a claim. It can include spoken testimony from witnesses at the hearing or documents such as written statements, receipts and photographs. Evidence submitted by mail, in person or by fax is accepted. Check on line for more information on submitting evidence.

20.2 Submitting Evidence to the RTB

The RTB must receive a copy of any evidence for a hearing at least five business days before the hearing date, not including weekends and holidays.

For example, if your hearing is on Friday, the evidence must be submitted to the RTB on Thursday of the previous week.

20.3 Serving Evidence on the Other Party

Copies of all evidence must be served on the other party as soon as possible and at least five full days before the dispute resolution hearing.

Copies of documents must be clear and readable. At the hearing, a person must be able to prove that he/she served the evidence. If the other party did not get the evidence on time or has not had a fair chance to review it, the RTB may postpone the hearing or not permit the evidence to be considered.

21. Orders and Decisions

21.1 An Order

In some instances the RTB may issue an order. Only the successful party will be provided a copy of the order.

21.2 Enforcing an Order

The RTB does not enforce orders.

To enforce an order, the successful party must first serve the order on the other person. If the other person does not comply, the successful party must apply to the Courts of British Columbia:

- » Monetary orders are enforced through the Small Claims Court
- » Orders of Possession are enforced through the Supreme Court of British Columbia

The RTB does not enforce orders.

21.3 Modification to a Decision or Order

No one, other than the RTB staff who has made the original decision or the Supreme Court of British Columbia, has the authority to change a RTB original decision or order.

21.4 Correction or Clarification of a Decision or Order

The RTB may make a correction or clarification:

- » On their own initiative
- » If one of the parties submits a Request for Correction or Request for Clarification within 15 days after the decision or order is received

The RTB does not need to conduct a hearing to:

- » Correct typographic, grammatical, arithmetic or similar error in the order
- » Clarify the decision or order
- » Deal with an obvious error or inadvertent omission in the decision or order

21.5 Review of a Decision or Order

To request a review, a party must submit an Application to Review a Decision or Order and provide sufficient evidence to support the grounds for the review. A review is not an opportunity to re-argue the original case. The process is simply to decide if a new hearing should be held.

An application for review can be made without giving notice to the other party. However, if the RTB decides to allow the review hearing, the applicant must serve the other party a copy of the decision within three days. During the review hearing, both parties will have an opportunity to respond.

The RTB may review an order if a party:

- » Can prove they were unable to attend the original hearing due to circumstances beyond their control
- » Has new and relevant evidence that was not available at the time of the original hearing and is likely to change the outcome
- » Has evidence that the RTB decision was obtained by fraud

The application to review must be submitted with the filing fee within:

- » Two days of when a copy of the decision or order is received when it relates to:
 - An order of possession
 - Sublet or assignment of a tenancy
 - A Notice to End Tenancy for unpaid rent
- » Five days of when a copy of the decision or order is received when it relates to:
 - Repairs or maintenance
 - Services or facilities
 - A Notice to End Tenancy (except for unpaid rent)
- » Fifteen days of when a copy of the decision or order is received when it relates to any other matter

The applicant must clearly indicate the grounds for review and attach sufficient evidence. Evidence may include affidavits, documents, or exhibits. The RTB decides whether to reopen the matter based solely on the application and accompanying evidence.

21.6 Judicial Review

A person directly affected by a RTB decision can apply for a judicial review if it is believed that the RTB:

- » Was biased
- » Made an error in the application of the law
- » Failed to comply with the rules of procedural fairness

You must apply to the BC Supreme Court for Judicial Review.

Standard Forms

The following forms are available online or by contacting any the RTB office or Service BC Office.

At the Start of a Tenancy

Manufactured Home Site Tenancy Agreement – A contract signed by both the landlord and tenant establishing the rules of the tenancy.

During the Tenancy

Notice of Rent Increase – Manufactured Home Site – A landlord must give a tenant a copy of this completed notice at least three full months before a rent increase is due to take effect.

Notice Terminating or Restricting a Service or Facility – A landlord must give the tenant a copy of this completed notice at least 30 days before terminating or restricting a service or facility.

Application for Additional Rent Increase – A landlord must use this form to submit a request for permission for a rent increase over the regulated annual amount.

Ending the Tenancy

Notice to End Tenancy – A landlord must use this notice to end the tenancy agreement, unless the tenancy is a fixed-term agreement that contains a predetermined expiry date or the landlord and tenant have agreed in writing to end the tenancy.

- » 10-Day Notice to End Tenancy
- » One-Month Notice to End Tenancy
- » Twelve-Month Notice to End Tenancy

Mutual Agreement to End a Tenancy – This form can be used when a landlord and tenant both agree to voluntarily end the tenancy.

Handling Disputes

Application for Dispute Resolution – The person wanting the RTB to resolve a dispute must fill out and submit this application to a RTB office or Service BC Office. Applications may also be submitted using e-service at www.rto.gov.bc.ca.

Application to Waive Filing Fee – A person must use this form to request that the RTB waive the fee for filing an Application for Dispute Resolution and submit the completed form with proof of household income.

Tenant's Request to Join Applications for Dispute Resolution – Tenants use this form to request that two or more dispute resolution applications be heard together.

Landlord's Request to Join Applications for Dispute Resolution – Landlords use this form to request that two or more dispute resolution applications be heard together.

Application to Review a Decision or Order – Landlords and tenants use this form to request a review of a RTB order or decision. Strict deadlines apply.

Request for Correction – This form is used to request that the RTB deal with any obvious error or inadvertent omission.

Request for Clarification – This form is used to request that the RTB clarify a decision.

Application for Substituted Service – This form can be used by both landlords and tenants when requesting an order to serve documents in a method other than those required by the Manufacture Home Park Tenancy Act.

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