



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

Residential Tenancy Branch



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.

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Contact Information

Website

- » www.gov.bc.ca/landlordtenant

Phone

- » 604-660-1020 (Lower Mainland)
- » 250-387-1602 (Victoria)
- » 1-800-665-8779 (Elsewhere in BC)

Email

- » HSRTO@gov.bc.ca

Note: evidence cannot be submitted by email.

In person

- » RTB Burnaby Office: 400 – 5021 Kingsway, Burnaby, BC, V5H 4A5
- » The RTB partners with Service BC in over 60 communities. To find a Service BC location: www.servicebc.gov.bc.ca/locations/

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.

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.gov.bc.ca/landlordtenant

Starting a Tenancy

Definitions and Clarifications

The Landlord

The landlord is someone 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 disturbances
- » Ensure that the tenant's right to quiet enjoyment and peaceful occupation of the site is respected

The landlord must not charge for accepting, reviewing or processing a tenancy application.

The Tenant

The tenant is someone 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 site

- » Ensure they, their 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

Tenants Under the Age of 19

A person under the age of 19 who enters into a tenancy agreement is legally responsible for the tenancy.

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, sex, sexual orientation, gender identity or expression, age or lawful source of income of that person or class of person, or of any other person or class of persons. (Section 10 of the Human Rights Code).

For instance, income assistance is a lawful 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 designated as a 55-plus park, meaning at least one tenant on each site must be 55 years of age or older.

To complain about discrimination or to ask for more information, contact:

BC Human Rights Tribunal
1170 – 605 Robson Street, Vancouver BC V6B 5J3

www.BCHRT.bc.ca

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

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
www.oipc.bc.ca/

Manufactured Home Site Tenancy Agreement

Every landlord and tenant must enter into a Manufactured Home Site Tenancy Agreement in writing. 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 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. You can find a sample manufactured home park tenancy agreement at: www.gov.bc.ca/landlordtenant/forms

A Material Term

A material term is something so important that the slightest breach of the term may be cause to end the tenancy. For more information on Material Terms see Policy Guideline 8 (www.gov.bc.ca/landlordtenant).

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

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. All tenancy agreements need to include standard terms that protect landlords and tenants and ensure that tenancy agreements are fair and balanced. These terms even apply when there is no written agreement.

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
- » A fixed-term tenancy, often referred to as a lease, is for a specific period of time (e.g. a year or six-months) - after that period the term can be renewed, or continues on a month-to-month basis
- » 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 standard terms on:
 - Pets
 - Rent increase
 - Assigning or subletting
 - Repairs
 - Locks
 - Landlord's entry into the manufactured home site
 - Ending the tenancy

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

Terms that are contrary to the Act are not enforceable: a landlord cannot ask a tenant to agree to never apply for dispute resolution as a condition of tenancy.

Security Deposit

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

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 for a manufactured home park tenancy.

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.

Park Committee

A park committee may be formed according to the Regulations. It must include the landlord and tenants of the park. The 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.

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 on the election of committee members

5. The person taking the minutes at the first meeting must give a copy of those minutes to an elected member.

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

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.

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.

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
- » A secret ballot must be carried out if a majority vote for it

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.

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.

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.

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.

Park Rules

Park committees can decide on park operating rules (if there is a park committee, the landlord cannot unilaterally establish or change a park rule). The rules must be handed to the tenant in writing 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 park rule cannot change a material or standard term of a tenancy agreement.

The Park Committee can create or change a park rule by unanimous agreement, or can unanimously agree to refer a proposed rule to a vote of all tenants. In the latter case, a written notice must be sent to the landlord and each tenant.

When the Park Committee cannot agree on a rule change the committee must send a notice that:

- » Advises that only one landlord and only one tenant from each site may vote
- » States and explains the proposal
- » Includes a ballot and voting instructions
- » Advises that if a vote is not returned it will be counted as a vote in favour of the proposal
- » Indicates the address where the vote should be delivered
- » Indicates 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

Paying the Rent

Rent must be paid in full and on time. The day that rent 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 reinstate the tenancy if partial rent is paid
- » 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, e-transfer or direct deposit) prior to the tenancy starting.

Late or Unpaid Rent

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

- » A 10-Day Notice to End Tenancy for Unpaid Rent

Detailed information on this notice can be found on pages 25 and 26 of this guide.

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

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.

Rent Increases

Yearly Rent Increases

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

Before increasing the rent, a landlord must:

- » Check the RTB website (www.gov.bc.ca/landlordtenant/increase), call the information line, or visit a branch office to find out the maximum rent increase allowed in the current year
- » Serve the notice to the tenant three whole rental months before the effective date of the increase using the form Notice of Rent Increase – Manufactured Home Site

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.

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 for the reasons listed below.

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

- » Completed significant repairs or renovations to the park that are reasonable and necessary and will not recur within a reasonable time 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
- » The landlord, as a tenant, has received an additional rent increase

To apply for an order, the landlord must submit an Application for Additional Rent Increase to the RTB. For costs see fee schedule on page 41 of this guide.

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.

If the application is approved by the RTB and 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 into effect.

Disputing a Rent Increase

A tenant can dispute a landlord's notice of rent increase that does not comply with the Act, by applying for dispute resolution, provided the rent increase was not granted by a RTB arbitrator.

Repairs

Repairs and Maintenance

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

A landlord must:

- » Maintain the park in a reasonable state of repair
- » Comply with health, safety and housing standards
- » Comply with local by-laws
- » Oversee repairs for 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

A tenant must:

- » Repair any damage to the site or common areas of the park that they, their guests, or pets cause, even if it is an accident
- » Maintain the site in a condition that reasonably meets health and cleanliness standards
- » Maintain or repair improvements made to the site by the tenant unless the landlord is required to do so by a term in 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

Ongoing repairs that continually disturb 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.

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.

Reimbursing a Tenant for Emergency Repairs

A landlord must compensate a tenant who paid for emergency repairs if the tenant or the tenant's guests or pets did not cause the damage and if the tenant:

- » 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.

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
-

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 manufactured home site, 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 dispute either notice through the RTB dispute resolution process. 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

Other Important Rights and Responsibilities

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.

Ending or Restricting a Non-essential Service or Facility

A landlord can eliminate or restrict a non-essential service or facility (for example, cable TV) if the tenant can purchase it directly from a 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

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.

Subletting a Home or Assigning a Tenancy

A sublet occurs when a tenant rents their home to someone else for a specific period of time. 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. Unless the landlord agrees to the assignment, the original tenant could be held accountable for the actions of the new owner.

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 by 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 with 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 to assign or sublet a tenancy.

Access

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"

Landlord Access

A landlord may enter a tenant's site between the hours of 8 a.m. and 9 p.m. (unless the tenant agrees to another time) 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 of the park at any time without giving the tenant notice.

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

A tenancy ends when:

- » 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 or the manufactured home site becomes uninhabitable due to 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 website (www.gov.bc.ca/landlordtenant).

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.

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.

Fixed-Term Tenancy

Fixed-term tenancies in manufactured home parks are extremely rare, however when a fixed-term agreement has been entered into, the tenancy continues as a month-to-month agreement at the end of this fixed length of time unless: it is ended in accordance with the Act, or the parties enter into a new tenancy agreement for a new fixed length of time. 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 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.

Vacate Clause

Fixed-term tenancy agreements can no longer include a clause requiring a tenant to move at the end of the term.

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.

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, on or 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

When the tenancy is for a fixed-term, the notice cannot take effect before the end date specified in the tenancy agreement.

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.

Landlord Serving 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 mailbox 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, texting, or using e-mail is not valid under the Act.

Example of Timing for a One-Month Notice (deemed received)

Type of Service	Period	Day Served	End of Tenancy
In person	Immediate	April 30	May 31
In mailbox	Three days	April 27	May 31
Posted on the door	Three days	April 27	May 31
By fax	Three days	April 27	May 31
By mail	Five days	April 25	May 31

*Important- the deemed dates only apply if the notice is not received earlier.

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.

Direct Request

A Direct Request is a procedure to process landlord’s applications for orders of possession when a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities has been served and not contested. This procedure can only be used when it includes copies of:

- » The tenancy agreement
- » The 10-Day Notice to End Tenancy which includes the Direct Request explanation
- » A completed Proof of Service Form along with a registered mail receipt or written receipt signed by the tenant or witnessed by another person confirming the notice was served

- » Details of any monetary claim
- » When payment for utilities is required, the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities
- » If rent has increased since the tenancy began, all Notices of Rent Increase
- » Any other documents that support the application

In this type of proceeding, an adjudicator considers a landlord's application for possession of the site. The adjudicator may also consider the landlord's request for a monetary order for the amount of outstanding rent and utilities and recovery of the filing fee. The proceeding is based only on the landlord's written evidence - verbal testimony from any party is not included.

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

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 prior consent
 - Was provided with a site as a condition of their employment and that employment has ended
 - Has not complied with a RTB order within 30 days
 - 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 jeopardized 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.

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.

Compensation

When a landlord ends a tenancy to convert a manufactured home park, the landlord must give the tenant compensation in the amount of \$20,000 on or before the effective date of the notice .

A tenant who 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 unused portion of the rent as well as any remaining amount of compensation.

Additional tenant's compensation: If a tenant can prove that they were unable:

- to obtain the necessary permits, licenses, approvals or certificates required by law to move the manufactured home, or
- that they were unable to move the manufactured home to another manufactured home site within a reasonable distance of the current manufactured home site, and
- that they do not owe any tax in relation to the home,

they may apply for dispute resolution and request an order of additional compensation in the amount of the assessed value of the home, less the \$20,000 compensation.

Landlords should be aware that when they end a manufactured home park tenancy, they must take steps to accomplish the purpose for ending the tenancy within a reasonable period of time. If they don't, they must compensate the tenant an **additional \$5000 or the equivalent of 12 months' rent payable under the tenancy agreement, whichever is greater.**

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 five 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

Order of Possession

An Order of Possession gives the landlord the right to regain possession of the site and requires the tenant to move out of the park and leave the manufactured home site vacant.

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 will receive an order of possession if the Notice complies with the form required.

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 a Writ of Possession. The writ gives a court-appointed bailiff the authority to remove the home and tenant's personal property from the park and return possession of the site to the landlord.

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 the 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 action before the order is issued, by taking 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.

Ending a Tenancy without Full Notice - Expedited Hearing

By the Landlord

Where it would be unreasonable or unfair to a landlord or other tenants to wait for a One Month Notice to End Tenancy to take effect a landlord can seek an Order of Possession without issuing that 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

In the expedited hearing process, the landlord must provide compelling evidence that justifies not giving full notice and demonstrate it would be unreasonable or unfair to wait for a notice to take effect.

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. Notify the landlord of the problem, describing the breach of material term stating that if the problem is not fixed, they will end the tenancy. The tenant must give a reasonable period for the landlord to correct the problem.
2. Provide the landlord written notice of the decision to end tenancy indicating the breach.

Alternatively the tenant could choose to apply for dispute resolution asking for an order that the landlord correct the breach.

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

When the Tenant Abandons the Site

Abandonment occurs when the tenant gives up the tenancy and possession of the manufactured home site without properly giving notice to the landlord. Where the rent has been paid, a site is not abandoned.

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 the site, the home, 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 most of their possessions from the manufactured home site
- » The tenant has not occupied the site for at least one month
- » The tenant told the landlord that they do not intend to return or the 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. Whenever a landlord applies for dispute resolution, they must provide a valid address for the former tenant.

After the Tenancy

Tenant's Possessions

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 for a period of 60 days to allow the tenant a chance to claim them. 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
- » The storage of the possession 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*.

Disposing of Abandoned Possessions

At least 30 days before disposing of the 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 possessions are 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.

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 to exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.

Solving Problems

Dispute Resolution

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 information 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 a 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 to the RTB.

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.

The Decision

A written decision has to be issued within 30 days following the hearing. During this period further submissions, evidence or information will not be accepted unless requested by the RTB. 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. RTB decisions are 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.

The Hearing

The Dispute Resolution Hearing

Hearings usually last less than an hour.

Who Should Participate

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.

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 will base the decision on the merits of each case, the information presented by both landlord and tenant, the law and direction or precedent provided by the Supreme Court of British Columbia. The decision may not reflect other decisions made by the RTB, since the testimony and evidence in those hearings may result in a different outcome.

The RTB may also assist the parties to resolve the dispute and can record any settlement in the form of a decision or order.

One Hearing for Multiple Applications

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

Joined Applications

A landlord or a tenant may request that two applications be heard in one dispute resolution hearing where:

- Two or more Applications for Dispute Resolution relate to the same property,
- The applications name the same landlord, and
- The matters are related and it makes sense to join the applications

The lead applicant usually represents all the applicants at the hearing. If there are multiple respondents, they may choose to be represented by one or more of the individuals named. Any of the respondents can attend, or they can rely on the evidence presented by other parties. An arbitrator will normally dismiss an application if no one attends on behalf of the applicants.

Those who apply for joined dispute resolution must agree in writing to deal with all the issues at once. Each applicant must file an Application for Dispute Resolution and then submit a Request to Join Applications for Dispute Resolution. The RTB considers all requests to join applications.

Landlords and tenants must use the correct form to apply:

- Landlord's Request to Join Applications for Dispute Resolution (RTB-18)
- Tenant's Request to Join applications for Dispute Resolution (RTB-19)

In the case where there are many landlords or tenants on the same tenancy agreement, additional names and address information can be included on a Schedule of Parties (RTB-26).

Cross Applications-Landlords and Tenants

Cross applications are when two or more applications involve the same landlord, same tenant and same property and the issues are the same.

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 that involve similar issues.

Scheduling the Dispute Resolution Hearing

Most dispute resolution hearings are held over the phone. Either the applicant or respondent can request, in advance, a face-to-face hearing to meet special needs, such as hearing impairment, that would make a hearing by phone difficult. Evidence to support the need for a face-to-face hearing, such as a doctor's note, is necessary.

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.

Serving the Notice of Hearing Package

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

- » 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:

- » 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
- » Serving the package in a manner ordered by the RTB

The person who served the documents should complete the Proof of Service Form (provided by the Residential Tenancy Branch with the package) as evidence of how and when they served the package to the other party.

Monetary Claim

The RTB can hear a claim for money up to \$35,000. A claim for more than \$35,000 must be made through the Supreme Court of British Columbia, unless it is a claim for compensation under section 44(2) or 44.1 of the Act.

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 the cost 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.

Deadlines

Deadlines for Applying for Dispute Resolution

A landlord and a tenant have 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 outside the two year deadline but it must be received before the first claim is heard.

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 on page 40 of this guide. 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: 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
Twelve-Month Notice: conversion of manufactured home park	
Tenant can submit an application for dispute resolution	Within 15 days
Landlord can apply for Order of Possession	On or after the 16th day

Applications

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 either:

- » Apply online at: www.gov.bc.ca/landlordtenant/online and pay the filing fee or submit a fee waiver form and supporting documentation; or
- » Complete and submit an Application for Dispute Resolution form and pay the filing fee or submit a fee waiver form and supporting documentation

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.

Where to Get a Dispute Resolution Application Form

- » Find forms online at:
www.gov.bc.ca/landlordtenant/forms
- » Paper copies are available at any RTB office or Service BC location
- » Apply online at: www.gov.bc.ca/landlordtenant/online

Submitting the Form and Paying the Filing Fee

Filing Fee	Charged when . . .
\$100	Applicant is filing an Application for Dispute Resolution
\$50	Applicant is submitting an Application for Review Consideration
\$300 (plus \$10 per unit or manufactured home site to a maximum of \$600)	Landlord is filing an Application for an Additional Rent Increase (above the regulated limit)

There are several ways to pay:

Application Submitted	Payment Method
Via RTB's online service	-Credit card (Visa, Mastercard or American Express) -Visa Debit -MasterCard Debit
In person to the RTB or Service BC Office	-Cash -Debit -Credit card (Visa, Mastercard or American Express) -Visa Debit -MasterCard Debit -Certified cheque or money order payable to Ministry of Finance

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).

Evidence

Evidence for a Dispute Resolution Hearing

Evidence can be any type of proof presented by the parties at a dispute resolution proceeding in support of the case, including:

- » Written documents, such as the tenancy agreement, letters, printed copies of emails, receipts, pictures and the sworn or unsworn statements of the witnesses
- » Digital photographs, digital audio recordings or digital video recordings
- » Oral statements of the parties or witnesses that may be given under oath or affirmation

If the application involves a Notice to End Tenancy, a copy of the Notice must be submitted in evidence. Either party may submit a copy of the Notice in evidence.

Physical objects such as a piece of carpet or a light bulb should not be submitted as evidence and will not be accepted by the RTB. Instead, submit photographs or videos, or a clear description of the item and the problem. When odours are at issue, witness statements may be helpful.

Digital Evidence

Digital evidence includes photographs, audio recordings or video recordings or electronic versions of documents.

You can provide digital evidence by:

- » Uploading it with your Online Application for Dispute Resolution
- » Uploading it later through the Dispute Access Site
- » Providing it to the Residential Tenancy Branch and the other party on a device like a USB stick, CD or DVD.

*The maximum allowable file sizes for files that can be electronically submitted are:

- » Video files: 200 MB (megabytes)
- » Non-video files: 10 MB (megabytes)

No matter how you provide digital evidence, you must:

- » Describe the evidence Identify photographs (for example, with a logical naming system and description)
- » Provide a time reference for the key point in each audio or video recording
- » Provide a statement as to the significance of each digital file * See Policy Guideline #42

Submitting Evidence to the RTB

The RTB must receive a copy of any evidence for a hearing as soon as possible, and in any event, at least 14 calendar days before the hearing date. Respondent evidence must be received seven calendar days before the hearing date. **Please note - dates for expedited hearings differ.

Contact the RTB if you are not able to provide all of your evidence with your application, or soon after receiving a Notice of Hearing.

Serving Evidence on the Other Party

Copies of all evidence must be served on the other party, as well as the RTB, as soon as possible and at least 14 full days before the dispute resolution hearing. Copies of documents must be clear, readable, and organized.

At the hearing, a person must be able to prove that they served the evidence, and with digital evidence, that they confirmed that the other party is able to access it. 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.

Orders and Decisions

An Order

In some instances the RTB may issue an order. Only the successful party will be provided a copy of the order. It is the responsibility of the successful party to serve the other party with a copy of the order.

Enforcing an Order

Orders are official documents that are enforceable through the courts. This means a B.C. court can force a party to follow what is instructed on the order. The Residential Tenancy Branch does not enforce as that is the responsibility of the appropriate court. 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

RTB orders are
final and binding

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 errors in the order
- » Clarify the decision or order
- » Deal with an obvious error or inadvertent omission in the decision or order

Review of a Decision or Order

No one, other than the arbitrator who made the order, or the Supreme Court of British Columbia, has the authority to change an RTB original 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 Notice of Review Hearing 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 (or fee waiver) within:

- » Two days from 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 from 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 from 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 at time of submitting the application. Evidence may include affidavits, documents, or exhibits. The RTB will decide whether to reopen the matter based solely on the application and accompanying evidence.

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.

Compliance and Enforcement Unit

The Residential Tenancy Branch has established a Compliance and Enforcement Unit to conduct investigations of repeated or serious non-compliance with tenancy laws or orders of the Residential Tenancy Branch, issue warnings to ensure compliance and if necessary, administer monetary penalties.

The unit is not an alternative to the branch's information and dispute resolution services nor as an alternative way to enforce orders through the courts.

Complaints may be submitted for consideration of an investigation only when all attempts to resolve the matter have been made through the Residential Tenancy Branch dispute resolution service and have not resulted in compliance.

The unit will assess complaints based on repeat and serious contraventions of the law or failure to comply with orders. The first step will most often be educating and informing the parties as to what their responsibilities are. For continued non-compliance, fines of up to \$5000 per day may be levied. Any fine levied is payable only to the government, not the person who made the complaint.

The Compliance and Enforcement Unit is a public body whose primary purpose is tenancy law enforcement, and, as such, works closely with local government compliance units and other public bodies that conduct law enforcement, including police, to ensure the rights of all landlords and renters are protected.

Examples of matters that the unit investigates:

- » Renters repeatedly not paying rent
- » Landlords repeatedly attempting to evict renters illegally
- » Refusal to complete health and safety repairs; and
- » Illegal rent increases

Forms

The following forms are available online or by contacting any 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 one of these notices depending on the reason to end 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.

Solving Problems

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 online at: www.gov.bc.ca/landlordtenant

Application for Dispute Resolution by Direct Request – A landlord can use a Direct Request to claim for an Order of Possession when a tenant hasn't paid their rent or utilities and five full days have passed since a tenant received a 10 Day Notice to End Tenancy and the tenant has neither paid all overdue rent nor applied for dispute resolution.

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.

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 *Manufactured Home Park Tenancy Act*.

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.

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

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

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

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

