

This consolidation is current to December 5, 2017.

Manufactured Home Park Tenancy Act

Manufactured Home Park Tenancy Regulation

[includes amendments up to B.C. Reg. 278/2016, December 2, 2016]

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Part 1 — General

Definitions

1 In this regulation, "Act" means the [Manufactured Home Park Tenancy Act](#), S.B.C. 2002, c. 77.

Definition of "unconscionable"

2 For the purposes of section 6 (3) (b) of the Act [*unenforceable term*], a term of a tenancy agreement is "unconscionable" if the term is oppressive or grossly unfair to one party.

Prohibited fees

3 (1) A landlord must not charge a guest fee, whether or not the guest stays overnight.

(2) A landlord must not charge a fee for replacement keys or other access devices if the replacement is required because the landlord changed the locks or other means of access.

Refundable fees charged by landlord

4 (1) If a landlord provides a tenant with a key or other access device, the landlord may charge a fee that is

(a) refundable upon return of the key or access device, and

(b) no greater than the direct cost of replacing the key or access device.

(2) A landlord must not charge a fee described in subsection (1) if the key or access device is the tenant's sole means of access to the manufactured home park.

Non-refundable fees charged by landlord

5 (1) A landlord may charge any of the following non-refundable fees:

(a) direct cost of replacing keys or other access devices;

(b) direct cost of additional keys or other access devices requested by the tenant;

(c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;

(d) subject to subsection (2), an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution or for late payment of rent;

(e) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

(2) A landlord must not charge the fee described in paragraph (1) (d) unless the tenancy agreement provides for that fee.

Moving insurance or bond

6 For the purpose of section 29 of the Act [*moving insurance or bond*], proof of third party liability insurance held by the mover is security against damage caused by the move.

Fee for starting application for dispute resolution

7 For the purposes of section 52 (2) (c) of the Act [*starting dispute resolution*], an applicant for dispute resolution must pay the following fees:

(a) for an application for a rent increase above the regulated limit, \$300 plus \$10 for each manufactured home site, to a maximum of \$600;

(b) Repealed. [B.C. Reg. 254/2015, s. 3.]

(c) for any other application, \$100.

[am. B.C. Regs. 234/2006, s. 1; 254/2015, s. 3.]

Fee for application for a review hearing

8 For the purposes of section 72 (3) (b) of the Act [*application for review*], an applicant for a review hearing must pay a fee of \$50.

[am. B.C. Reg. 254/2015, s. 4.]

Administration of trust accounts

9 (1) For the purposes of section 58 (2) of the Act [*recovery of costs*], "**costs**" means

(a) the direct costs of the director's administration of an order under section 58 (1) (a) of the Act [*rent paid to director*],

(b) \$100 for the cost of establishing each trust account, and

(c) \$5 for each transaction in the trust account.

(2) The director may reduce any of the costs set out in subsection (1) if there are insufficient funds in the trust account.

(3) Repealed. [B.C. Reg. 278/2016, s. (b).]

[am. B.C. Regs. 234/2006, s. 2; 278/2016, s. (b).]

Part 2 — Requirements for Tenancy Agreements

Tenancy agreement must comply with Act

10 A landlord must ensure that any tenancy agreement entered into or renewed by the landlord on or after the date the Act comes into force complies with this Part.

Disclosure and form of agreement

11 (1) A landlord must ensure that a tenancy agreement is

(a) in writing,

(b) signed and dated by both the landlord and the tenant,

(c) in type no smaller than 8 point, and

(d) written so as to be easily read and understood by a reasonable person.

(2) A landlord must ensure that the terms of a tenancy agreement required under section 13 [*requirements for a tenancy agreement*] of the Act and section 12 [*standard terms*] of this regulation are set out in the tenancy agreement in a manner that makes them clearly distinguishable from terms that are not required under those sections.

[am. B.C. Reg. 234/2006, s. 3.]

Terms that must be included in a tenancy agreement

12 (1) A landlord must ensure that a tenancy agreement contains

- (a) the standard terms, and
- (b) the boundaries of the manufactured home site measured from a fixed point of reference.

(2) The terms set out in the Schedule are prescribed as the standard terms.

[am. B.C. Reg. 234/2006, s. 4.]

Part 3 — Park Committees

Definitions

13 (1) In this Part, "**park committee**" means a park committee referred to in section 31 of the Act [*establishment of park committee*].

(2) In this Part, Part 4 [*Park Rules*] and Part 7 [*Assignment and Sublease*], "**rule**" means a rule governing the operation of a manufactured home park established, changed or repealed in accordance with these regulations.

Subtenants

14 This Part does not apply to a subtenant.

Notice

15 (1) A tenant or a member of a park committee may request that a landlord supply a list of the names and addresses of tenants if the request is for the purpose of giving a notice under this Part.

- (2) The landlord may charge a maximum of \$10 for the list of tenants.
- (3) The landlord must supply the list within 2 weeks of receiving the request.

Establishment of a park committee

16 (1) To establish a park committee under section 31 of the Act [*establishment of park committee*], the landlord or a tenant of a manufactured home park must call a meeting of the tenants and the landlord to

- (a) vote on whether to establish a park committee, and
- (b) if it is decided to establish a park committee, to vote for the elected members of the park committee.

(2) The person who calls the meeting must give written notice of the meeting to each tenant and to the landlord at least 2 weeks before the meeting.

(3) The notice of meeting must

- (a) contain a copy of section 31 of the Act [*establishment of park committee*] and of this Part,
 - (b) set out
 - (i) the purpose of the meeting, and
 - (ii) the time, date and place of the meeting, and
 - (c) name the person who is giving the notice.
- (4) The meeting must not be held unless the landlord, and tenants representing a majority of the manufactured homes in the park, are present in person or by proxy.
- (5) At the meeting
- (a) the person who called the meeting must hold a vote to determine who will chair the meeting and who will keep minutes of the meeting,
 - (b) the elected chair must hold a vote on whether to have a park committee and, if it is decided to have a park committee, must hold an election for the elected members of that committee, and
 - (c) the person who keeps the minutes must give them, at the end of the meeting, to a member of the park committee, if one has been established.
- (6) If the meeting is not held because subsection (4) is not fulfilled or if the proposal for a park committee is defeated, 60 days must elapse before another meeting may be held to consider the establishment of a park committee.

Composition of park committee

17 A park committee must consist of

- (a) the landlord of the park or an individual nominated by the landlord, and
- (b) not fewer than 2 and not more than 5 tenants who ordinarily reside in the park.

Voting at meetings of tenants and landlord

18 (1) This section applies to a vote at a meeting to establish a park committee under section 16 and to a vote at an annual meeting under section 21.

- (2) A person may vote in person or by proxy.
- (3) Only one tenant of each manufactured home site is eligible to vote and only one landlord is eligible to vote.
- (4) A vote must be by secret ballot if a resolution in favour of a secret ballot is passed.
- (5) To decide to establish a park committee
 - (a) a majority of tenants who are present in person or by proxy must vote in favour of establishing the committee, and
 - (b) the landlord must vote in favour of establishing the committee.
- (6) To elect a member of a park committee, a majority of tenants who are present in person or by proxy must vote in favour of the election and the landlord is not eligible to vote in the election.

(7) An abstention is not counted in determining whether there is a majority.

Term of park committee member

19 (1) The term of office of an elected park committee member ends at the close of the annual meeting at which the new park committee is elected.

(2) A person whose term as park committee member has ended is eligible for reelection.

Removing or replacing a park committee member

20 (1) A member of a park committee other than the landlord or the landlord's nominated representative may be removed for cause by the unanimous agreement of all of the remaining members of the park committee before the expiry of his or her term of office.

(2) If a member of a park committee other than the landlord or the landlord's nominated representative is removed or is 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 according to the procedure set out in section 21 (2) to (5) [*annual meeting and election*].

Annual meeting and election

21 (1) The park committee must hold an annual meeting to discuss park issues and to elect the elected members of the committee.

(2) The park committee must give at least 2 weeks notice of the meeting by sending a written notice to the landlord and to each tenant.

(3) The notice must set out the purpose of the meeting, and the time, date and place of the meeting.

(4) A member of the park committee must record the minutes of the annual meeting.

(5) The meeting must not be held unless

(a) the landlord is present in person or by proxy, and

(b) tenants of at least one third of the manufactured home sites in the park are present in person or by proxy.

(6) If an annual meeting is not held within the 15 months subsequent to a meeting to elect the elected members of the park committee or an annual meeting,

(a) the park committee is deemed to be disbanded, and

(b) a new park committee may be established according to the procedure set out in section 16 [*establishment of park committee*].

Decisions of a park committee

22 A park committee must make its decisions by unanimous agreement of all members of the committee, except that resolutions regarding secret ballots made under section 23 (8) [*vote by secret ballot*] must be decided by majority vote.

Park committee may put rule to a vote by landlord and tenants

- 23** (1) If the members of the park committee do not agree on a proposal to establish, change or repeal a rule, they may, by unanimous agreement, refer the proposal to a vote of the landlord and the tenants of the park.
- (2) To refer the proposal to a vote of the landlord and the tenants of the park, the park committee must give written notice of the proposal to the landlord and each tenant.
- (3) The notice of the proposal must
- (a) advise that only one landlord may vote and only one tenant from each manufactured home site may vote,
 - (b) set out the proposal,
 - (c) include a ballot,
 - (d) advise that the landlord or tenant may vote by returning the enclosed ballot to the park committee indicating whether he or she is in favour of or against the proposal,
 - (e) advise that a failure to vote will count as a vote in favour of the proposal,
 - (f) set out the address where the landlord or tenant should deliver the vote, and
 - (g) set out the date by which the vote must be received by the park committee, which date must be at least 2 weeks after the notice is given to the landlord and each tenant.
- (4) The proposal requires a majority vote in order to pass.
- (5) An eligible voter who does not vote must be counted as voting in favour of the proposal.
- (6) Only one landlord is eligible to vote and only one tenant for each manufactured home site is eligible to vote.
- (7) A person may vote in person or by proxy.
- (8) A vote under this section must be by secret ballot if a resolution in favour of a secret ballot is passed at a meeting of the park committee by a majority vote of the members of the park committee.
- (9) The park committee must establish, change or repeal a rule in accordance with a proposal that receives a majority vote under this section.

Dispute resolution

- 24** (1) To assist in the voluntary resolution of disputes under section 33 of the Act [*park committee role in dispute resolution*], the park committee may canvass tenants for their opinions.
- (2) In canvassing for opinions under subsection (1), the park committee may not release any information concerning a particular dispute unless all the parties to the dispute agree to the release.

Notice of meetings of park committee

- 25** (1) Any member of the park committee may call a meeting of the committee by giving the other members at least one week's notice of the meeting.
- (2) The notice does not have to be in writing.
- (3) The meeting may be held on less than one week's notice if all members consent.

Park committee quorum

26 No business may be conducted at a meeting of a park committee unless the following members are present:

- (a) the landlord or the individual nominated by the landlord;
- (b) at least 2 elected members who are tenants.

Rules and minutes

27 (1) The park committee must

- (a) keep minutes of park committee meetings and of annual meetings, and
 - (b) make a copy of a rule established, changed or repealed by the park committee and the minutes of any meeting, including the meeting establishing the park committee, available to a landlord or tenant on request.
- (2) The park committee may charge 25 cents per page for a copy of the minutes.

Attendance at meeting

28 (1) A tenant may attend a meeting of the park committee as an observer.

(2) Despite subsection (1), no observer may attend a portion of a park committee meeting if, in the committee's opinion, the presence of the observer would unreasonably interfere with a resident's privacy.

Part 4 — Park Rules

Disclosure

29 (1) Prior to a person's entering into a tenancy agreement with a landlord, the landlord must disclose in writing to that person all rules in effect at the time of his or her entering into the tenancy agreement.

(2) Subsequent to a tenant's entering into a tenancy agreement with a landlord, the landlord must give notice in writing to that tenant of any rule at least two weeks before the rule becomes effective.

Making rules

30 (1) The park committee or, if there is no park committee, the landlord, may establish, change or repeal a rule if it is reasonable in the circumstances and if the rule has one of the following effects:

- (a) it promotes the convenience or safety of the tenants;
- (b) it protects and preserves the condition of the manufactured home park or the landlord's property;
- (c) it regulates access to or fairly distributes a service or facility;
- (d) it regulates pets in common areas.

(2) If there is a park committee, the rules must be established, changed or repealed according to the procedure set out in sections 22 [*park committee decisions*] and 23 [*vote by landlord and tenants*].

(3) A rule established, or the effect of a change or repeal of a rule changed or repealed, pursuant to subsection (1) is enforceable against a tenant only if

- (a) the rule applies to all tenants in a fair manner,

- (b) the rule is clear enough that a reasonable tenant can understand how to comply with the rule,
- (c) notice of the rule is given to the tenant in accordance with section 29 [disclosure], and
- (d) the rule does not change a material term of the tenancy agreement.

Limits to rules regarding pets

31 A rule that prohibits a pet does not apply to a pet living with a tenant or resident at the time the rule is passed and which continues to live there after the rule is passed.

Part 5 — Rent Increases

Rent increase

32 (1) In this section:

"change in local government levies" means the local government levies for the 12-month period ending at the end of the month before the month in which notice under section 35 (2) of the Act was given less the local government levies for the previous 12-month period;

"change in utility fees" means the utility fees for the 12-month period ending at the end of the month before the month in which notice under section 35 (2) of the Act was given less the utility fees for the previous 12-month period;

"inflation rate" means the 12-month average percent change in the all-items Consumer Price Index for British Columbia ending in the July that is most recently available for the calendar year for which a rent increase takes effect;

"local government levies" means the sum of the payments respecting a manufactured home park made by the landlord for

- (a) property value taxes, and
- (b) municipal fees under section 194 of the [Community Charter](#);

"proportional amount" means the sum of the change in local government levies and the change in utility fees divided by the number of manufactured home sites in the landlord's manufactured home park;

"utility fees" means the sum of the payments respecting a manufactured home park made by the landlord for the supply of electricity, natural gas, water, telephone services or coaxial cable services provided by the following:

- (a) a public utility as defined in section 1 of the [Utilities Commission Act](#);
- (b) a gas utility as defined in section 1 of the [Gas Utility Act](#);
- (c) a water utility as defined in section 1 of the [Water Utility Act](#);
- (d) a corporation licensed by the Canadian Radio-television and Telecommunications Commission for the purposes of that supply.

(2) For the purposes of section 36 (1) of the Act, a landlord may impose a rent increase that is no greater than the amount calculated as follows:

inflation rate + 2 per cent + proportional amount.

[en. B.C. Reg. 260/2007.]

Additional rent increase

33 (1) A landlord may apply under section 36 (3) of the Act [*additional rent increase*] if one or more of the following apply:

(a) after the rent increase allowed under section 32 [*annual rent increase*], the rent for the manufactured home site is significantly lower than the rent payable for other manufactured home sites that are similar to, and in the same geographic area as, the manufactured home site;

(b) the landlord has completed significant repairs or renovations to the manufactured home park in which the manufactured home site is located that

(i) are reasonable and necessary, and

(ii) will not recur within a time period that is reasonable for the repair or renovation;

(c) the landlord has incurred a financial loss from an extraordinary increase in the operating expenses of the manufactured home park;

(d) the landlord, acting reasonably, has incurred a financial loss for the financing costs of purchasing the manufactured home park, if the financing costs could not have been foreseen under reasonable circumstances;

(e) the landlord, as a tenant, has received an additional rent increase under this section for the same manufactured home site.

(2) If the landlord applies for an increase under paragraph (1) (b), (c), or (d), the landlord must make a single application to increase the rent for all sites in the manufactured home park by an equal percentage.

(3) The director must consider the following in deciding whether to approve an application for a rent increase under subsection (1):

(a) the rent payable for similar sites in the manufactured home park immediately before the proposed increase is intended to come into effect;

(b) the rent history for the affected manufactured home site in the 3 years preceding the date of the application;

(c) a change in a service or facility that the landlord has provided for the manufactured home park in which the site is located in the 12 months preceding the date of the application;

(d) a change in operating expenses and capital expenditures in the 3 years preceding the date of the application that the director considers relevant and reasonable;

(e) the relationship between the change described in paragraph (d) and the rent increase applied for;

(f) a relevant submission from an affected tenant;

(g) a finding by the director that the landlord has contravened section 26 of the Act [*obligation to repair and maintain*];

(h) whether, and to what extent, an increase in costs with respect to repair or maintenance of the manufactured home park results from inadequate repair or maintenance in a previous year;

- (i) a rent increase or a portion of a rent increase previously approved under this section that is reasonably attributable to the cost of performing a landlord's obligation that has not been fulfilled;
- (j) whether the director has set aside a notice to end a tenancy within the 6 months preceding the date of the application;
- (k) whether the director has found, in dispute resolution proceedings in relation to an application under this section, that the landlord has
 - (i) submitted false or misleading evidence, or
 - (ii) failed to comply with an order of the director for the disclosure of documents.
- (4) In considering an application under subsection (1), the director may
 - (a) grant the application, in full or in part,
 - (b) refuse the application,
 - (c) order that the increase granted under subsection (1) be phased in over a period of time, or
 - (d) order that the effective date of an increase granted under subsection (1) is conditional on the landlord's compliance with an order of the director respecting the manufactured home park.
- (5) If the total amount of the approved increase is not applied within 12 months of the date the increase comes into effect, the landlord must not carry forward the unused portion or add it to a future rent increase, unless the director orders otherwise under subsection (4).

[am. B.C. Regs. 497/2004; 234/2006, s. 6.]

Part 6 — Abandonment of Personal Property

Abandonment of personal property

- 34** (1) A landlord may consider that a tenant has abandoned personal property if
- (a) the tenant leaves the personal property on a manufactured home site that he or she has vacated after the tenancy agreement has ended, or
 - (b) subject to subsection (2), the tenant leaves the personal property on a manufactured home site
 - (i) that, for a continuous period of one month, the tenant has not ordinarily occupied and for which he or she has not paid rent, or
 - (ii) from which the tenant has removed substantially all of his or her personal property.
- (2) The landlord is entitled to consider the circumstances described in paragraph (1) (b) as abandonment only if
- (a) the landlord receives an express oral or written notice of the tenant's intention not to return to the manufactured home site, or
 - (b) the circumstances surrounding the giving up of the manufactured home site are such that the tenant could not reasonably be expected to return to the manufactured home site.

(3) If personal property is abandoned as described in subsections (1) and (2), the landlord may remove the personal property from the manufactured home site, and on removal must deal with it in accordance with this Part.

(4) Subsection (3) does not apply if a landlord and tenant have made an express agreement to the contrary respecting the storage of personal property.

Landlord's obligations

35 (1) The landlord must

(a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,

(b) keep a written inventory of the property,

(c) keep particulars of the disposition of the property for 2 years following the date of disposition, and

(d) advise a tenant or a tenant's representative who requests the information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

(a) the property has a total market value of less than \$500,

(b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or

(c) the storage of the property would be unsanitary or unsafe.

(3) A court may, on application, determine the value of the property for the purposes of subsection (2).

Tenant's claim for abandoned property

36 (1) If a tenant claims his or her personal property at any time before it is disposed of under section 35 or 39 [*disposal of personal property*], the landlord may, before returning the property, require the tenant to

(a) reimburse the landlord for his or her reasonable costs of

(i) removing and storing the property, and

(ii) a search required to comply with section 37 [*notice of disposition*], and

(b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

(2) If a tenant makes a claim under subsection (1), but does not pay the landlord the amount owed, the landlord may dispose of the property as provided by this Part.

Notice of disposition

37 (1) For the purposes of this section:

"**financing statement**" has the same meaning as in the [Personal Property Security Act](#);

"**security interest**" has the same meaning as in the [Personal Property Security Act](#);

"**serial number**" has the same meaning as in section 10 of the Personal Property Security Regulation *[collateral described by serial number]* made under the [Personal Property Security Act](#).

(2) Not less than 30 days before disposing of an item of personal property referred to in section 34 *[abandonment of personal property]*, the landlord must

(a) give notice of disposition to any person who

(i) has registered a financing statement in the Personal Property Registry using the name of the tenant or the serial number of the property,

(ii) is registered as an owner of a manufactured home in the Manufactured Home Registry, if the property is a manufactured home, and

(iii) to the knowledge of the landlord, claims an interest in the property, and

(b) publish the notice in a newspaper published in the area in which the manufactured home site is situated.

(3) The notice referred to in subsection (2) must contain

(a) the name of the tenant,

(b) a description of the property to be sold,

(c) the address of the manufactured home site,

(d) the address where the property is being stored, if other than the address referred to in paragraph (c),

(e) the name and address of the landlord, and

(f) a statement that the landlord will dispose of the property unless the person being notified takes possession of the property, establishes a right to possession of it or makes an application to the court to establish such a right within 30 days from the date the notice is served on that person.

(4) The notice referred to in subsection (2) must be given in accordance with section 72 of the [Personal Property Security Act](#) *[service of statements, notices and demands]*.

Holder of a security interest

38 (1) When a notice referred to in section 37 (2) has been served on a person who holds a security interest, the tenant is deemed to be in default of the obligation secured.

(2) Before taking possession of the property, the person who holds a security interest must pay to the landlord moving and storage charges incurred by the landlord under this Part.

Disposal of personal property

39 (1) For the purposes of this section, "**administrator**" has the same meaning as in the [Unclaimed Property Act](#).

(2) If a landlord has complied with section 35 *[landlord's obligations]*, the landlord may dispose of the property in a commercially reasonable manner unless, during the 60 days referred to in that section,

(a) a person referred to in section 37 (2) *[person entitled to notice of disposition]* who has been given a notice as provided in that section has taken or demanded possession of the property,

(b) a person who holds a security interest in the property has taken or demanded possession of the property, or
(c) a person claiming an interest in the property has made an application under subsection (8) or has brought an action to establish his or her interest in or right to possession of the property and the landlord has been notified of the application or action.

(3) If a landlord disposes of personal property under subsection (2), he or she may retain proceeds of the sale sufficient to

(a) reimburse the landlord for his or her reasonable costs of

(i) removing, storing, advertising and disposing of the property, and

(ii) a search required to comply with section 37 [*notice of disposition*], and

(b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

(4) If any amount remains after payments are made under subsection (3), the landlord must pay the balance to the administrator, who must follow the procedure for an unclaimed money deposit set out in the [Unclaimed Property Act](#).

(5) If a landlord pays money to the administrator under this section, the landlord must give the administrator a copy of the inventory of the personal property disposed of and written particulars of the disposition.

(6) The purchaser of personal property disposed of in accordance with this Part acquires a marketable title free of all encumbrances on payment of the taxes owing in relation to the personal property or the sale.

(7) A landlord of a manufactured home site who sells an abandoned manufactured home under this Part must, on request of the purchaser, provide the purchaser with a signed statement in the form of the Appendix.

(8) On the application of an interested person, a court may make an order

(a) prohibiting or postponing disposition of the property under this section on any conditions the court considers appropriate,

(b) determining the right of a person claiming an interest in or right to possession of the property or the right of the landlord to dispose of it, or

(c) that an action be brought or an issue be tried.

[am. B.C. Regs. 234/2006, s. 7; 50/2016, s. 3.]

Landlord's duty of care

40 When dealing with a tenant's personal property under this Part, a landlord must exercise reasonable care and caution required by the nature of the property and the circumstances to ensure that the property does not deteriorate and is not damaged, lost or stolen as a result of an inappropriate method of removal or an unsuitable place of storage.

Repealed

41 Repealed. [B.C. Reg. 234/2006, s. 8.]

Part 7 — Assignment and Sublease

Definitions

42 In this Part:

"**assign**" means to assign a home owner's tenancy agreement to a purchaser under section 28 (1) of the Act [*assignment and subletting*];

"**home owner**" means an owner of a manufactured home who rents a manufactured home site from a park owner;

"**purchaser**" means a person who has purchased a home owner's manufactured home;

"**sublet**" means to sublet the manufactured home site on which the home owner's manufactured home is situated to a subtenant under section 28 (1) of the Act.

Providing tenancy agreement and rules

43 Before requesting the landlord's consent to an assignment or a sublease, a home owner must provide a copy of

(a) any part of the tenancy agreement that is in writing, and any rules in writing and applicable to the tenancy agreement, to a proposed purchaser, and

(b) any rules and any part of the tenancy agreement that are in writing and applicable to the sublease, to a proposed subtenant.

Written request for consent to assign or sublet

44 (1) Sections 45 [*response within 10 days*] and 46 [*deemed consent*] apply to a home owner's request for consent to assign or sublet only if the home owner requests the consent of the landlord of the park to assign or sublet in writing in the form approved by the director.

(2) The home owner must serve the request on the landlord

(a) in accordance with section 81 of the Act [*service of documents*], and

(b) within sufficient time prior to the effective date of the proposed assignment or sublease to allow the landlord to respond under section 45 (1) (c) [*response within 10 days*].

(3) The written request under subsection (1) must be signed by the home owner and must provide all of the following information:

(a) the name and address of the home owner making the request;

(b) the name and address of the landlord or landlord's agent;

(c) the proposed effective date for the assignment or sublease;

(d) the name of the proposed purchaser or subtenant;

(e) the current address of the proposed purchaser or subtenant, the length of time the proposed purchaser or subtenant has lived at that address and the name and telephone number of the landlord, if any, for that address;

- (f) if the length of time at the address provided under paragraph (e) is less than 2 years, the previous address of the proposed purchaser or subtenant, the length of time the proposed purchaser or subtenant has lived at that address and the name and telephone number of the landlord, if any, for that address;
- (g) the names and telephone numbers of two personal references for the proposed purchaser or subtenant;
- (h) the signed consent of the proposed purchaser or subtenant authorizing the landlord to contact the other landlords whose names are provided under paragraphs (e) and (f) and the personal references provided under paragraph (g) for the purpose of verifying or obtaining information relevant to the request to assign or sublet;
- (i) if the manufactured home site is in a park in which every manufactured home site is reserved for rental to a tenant who has reached 55 years of age or to 2 or more tenants, at least one of whom has reached 55 years of age, as set out in section 10 (2) (b) (i) of the [Human Rights Code](#) [permitted age requirements], the date of birth of the proposed purchaser or subtenant who meets the age requirement and proof of that person's age;
- (j) if the request is for consent to sublet, a statement that the home owner has complied with section 50 (2) [effect of sublease];
- (k) if the request is for consent to assign,
 - (i) the current monthly rent for the manufactured home site,
 - (ii) the effective date of the most recent legal rent increase,
 - (iii) the proposed purchaser's signed consent authorizing the landlord to obtain a credit report on the proposed purchaser,
 - (iv) the proposed purchaser's signed statement that he or she has been informed of and agrees to comply with
 - (A) the tenancy agreement, and
 - (B) the applicable rules,
 - (v) a copy of
 - (A) any part of the tenancy agreement that is in writing, and
 - (B) any of the rules that are in written form and that apply to the tenancy of the home owner, and
 - (vi) a copy of any outstanding orders or notices given under the Act respecting the manufactured home park site;
- (l) any additional information required by the form approved by the director referred to in subsection (1).

Response within 10 days

45 (1) The landlord of the park must provide the home owner with a written response to a request under section 44 [written request]

- (a) in the form approved by the director,
- (b) in accordance with section 81 of the Act [service of documents], and
- (c) promptly, and in any case so that the home owner receives the response in accordance with section 83 of the Act [deemed receipt] within 10 days of the landlord's receipt of the request.

(2) If a landlord withholds his or her consent for the home owner to assign or sublet, the landlord's response must indicate

(a) the grounds under section 48 [*grounds for withholding consent*] on which he or she is withholding consent, and

(b) the source and nature of the information that supports those grounds.

(3) The landlord and home owner may agree in writing to extend the time for response under paragraph (1) (c) to a specific date.

Deemed consent if no response within 10 days

46 (1) The landlord's consent to a request under section 44 [*written request for consent*] is conclusively deemed to have been given and the home owner may assign or sublet to the proposed purchaser or subtenant identified in the written request if the home owner has not received the landlord's response

(a) by the end of the 10th day after the day the landlord received the home owner's request, or

(b) if the time for response has been extended under section 45 (3) [*agreement to extend*] to a specific date, by that date.

(2) The home owner is entitled to consider that consent is deemed to have been given under paragraph (1) (a) if he or she can demonstrate that the request on the landlord was served in accordance with section 81 of the Act [*service of documents*].

Request to assign or sublet that does not comply

47 (1) If a home owner's request for consent to assign or sublet does not comply with section 44 [*written request*], the landlord of the park must do one of the following:

(a) consent to the request;

(b) notify the home owner in writing that consent to the request is withheld on one or more of the grounds under section 48 [*withholding consent*];

(c) advise the home owner promptly that only a request for consent that complies with section 44 [*written request for consent*] will be considered.

(2) If the landlord withholds consent under subsection (1) (b), the landlord must indicate

(a) the grounds under section 48 on which he or she is withholding consent, and

(b) the source and nature of the information that supports those grounds.

Grounds for withholding consent to a request

48 For the purposes of section 28 (2) of the Act [*landlord's consent*], the landlord of the park may withhold consent to assign or sublet only for one or more of the following reasons:

(a) the request is for consent to assign, and

(i) the landlord, on the basis of relevant information, has reasonable grounds to conclude that the purchaser is unlikely to comply with the tenancy agreement or applicable rules, or

- (ii) the landlord, on the basis of credit information, has reasonable grounds to conclude that the proposed purchaser is unable or unlikely to pay the rent;
 - (b) the request is for consent to sublet and the landlord, on the basis of relevant information, has reasonable grounds to conclude that the proposed sublease is likely to result in a breach of the home owner's obligations under the tenancy agreement and rules;
 - (c) the request is for consent to sublet and the tenant has agreed in the tenancy agreement not to sublet;
 - (d) there is not at least one proposed purchaser or subtenant in a proposed assignment or sublease who meets the age requirement in a park where every manufactured home site is reserved for rental to a tenant who has reached 55 years of age or to 2 or more tenants, at least one of whom has reached 55 years of age, as set out in section 10 (2) (b) (i) of the [Human Rights Code](#)[*permitted age requirements*];
 - (e) the proposed purchaser or subtenant does not intend to reside in the manufactured home and
 - (i) intends to use the manufactured home for business purposes, or
 - (ii) has purchased more than one manufactured home in the landlord's manufactured home park;
 - (f) the tenancy agreement is a monthly tenancy and the manufactured home has been removed from the manufactured home site or destroyed;
 - (g) the landlord, as a result of being unable to contact one or more references provided under section 44 (3) (e), (f) or (g) [*required information*], has insufficient information to make a decision about the request, if the landlord
 - (i) promptly advised the home owner of his or her inability to contact one or more of those references, and
 - (ii) made every reasonable effort to contact those references and any references provided by the home owner in place of those references;
 - (h) the home owner owes the landlord arrears of rent or an amount due under an order of the director;
 - (i) the manufactured home does not comply with housing, health and safety standards required by law.
- [am. B.C. Reg. 234/2006, s. 9.]

Effect of assignment

49 (1) When a home owner assigns

- (a) the purchaser becomes the tenant and assumes the rights and obligations under the Act and the tenancy agreement, and
 - (b) the tenancy agreement continues on the same terms.
- (2) After an assignment takes effect, the former homeowner
- (a) is not liable for any breach of, or obligation under, the Act or the tenancy agreement relating to the period after the assignment,
 - (b) continues to be liable for any breach of, or obligation under, the Act or the tenancy agreement relating to the period before the assignment, and

(c) may enforce his or her rights as a tenant under the Act or the tenancy agreement relating to the period before the assignment.

Effect of sublease

50 (1) A home owner who sublets

(a) is the landlord of the subtenant under the sublease agreement,

(b) continues to be the tenant of the landlord under the tenancy agreement, and

(c) is liable to the landlord of the park for any breach of, or obligation under, the Act or the tenancy agreement during the sublease.

(2) A home owner must

(a) include in the sublease the rules and the terms of the tenancy agreement that are relevant to the sublease, and

(b) ensure that the terms of the sublease do not conflict with the tenancy agreement.

Term of sublease

51 (1) A sublease of a manufactured home site, including a manufactured home site rented under a monthly tenancy, may be for a fixed term or on a monthly basis.

(2) Despite subsection (1), a sublease is subject to the continuation of the home owner's tenancy agreement.

Assigns and subtenants

52 An assign or subtenant must comply with the rules that are in effect at the time of, or after, entering into the assignment or sublease.

Part 8 — Penalties

Offence penalties

53 A person who contravenes any of the following sections commits an offence and is liable on conviction to a fine of not more than \$5 000:

(a) section 3 (1) [*guest fee prohibited*];

(b) section 4 (2) [*fee for sole means of access prohibited*];

(c) section 10 [*agreement must comply with Act*];

(d) section 11 [*disclosure and form of agreement*];

(e) section 12 [*terms that must be included*].

Opportunity to be heard

54 (1) An opportunity to be heard provided for the purposes of section 86.1 (2) (a) of the Act, may be, as the director considers appropriate in the circumstances,

(a) in writing, including by facsimile transmission or electronic mail,

(b) in person, or

(c) by video conference, audio conference, telephone or other electronic means, if available.

(2) The director must give notice of an opportunity under subsection (1), which notice must include the following information:

(a) the provision of the Act or regulations the person is alleged to have contravened or the decision or order of the director with which the person is alleged to have failed to comply and the particulars of the alleged contravention or failure;

(b) the due date for written submissions or the time, date, place and manner of hearing.

(3) A notice under subsection (2) must be given not less than 21 days before the due date of a submission under subsection (1) (a) or the date of a hearing under subsection (1) (b) or (c).

(4) On application, the director may change a time or date specified under subsection (2) (b).

[en. B.C. Reg. 60/2008, Sch. s. 1.]

Consequences of failing to appear or provide submissions

55 If a person who is given notice under section 54 (2) of this regulation fails to provide submissions or to appear when required by the notice or under section 54 (4), as applicable, the director may proceed without further notice to make an order under section 86.1 of the Act in respect of the person.

[en. B.C. Reg. 60/2008, Sch. s. 1.]

Payment of administrative monetary penalty

56 An administrative penalty must be paid within 60 days after the date of the order under section 86.1 of the Act to which it relates.

[en. B.C. Reg. 60/2008, Sch. s. 1.]

Limitation period for administrative penalties

57 (1) A notice under section 54 (2) must not be sent more than 2 years after the facts giving rise to it first came to the knowledge of the director.

(2) A document purporting to have been issued by the director, certifying the date on which the director became aware of the facts referred to in subsection (1),

(a) is admissible without proof of the signature or official character of the person appearing to have signed the certificate, and

(b) is proof of the certified date unless there is evidence to the contrary.

[en. B.C. Reg. 60/2008, Sch. s. 1.]

Agreement terms

58 (1) An agreement under section 86.1 (4) of the Act must set out the following information:

(a) the names and addresses of both parties;

(b) the date of the agreement;

(c) the address of the manufactured home park where the contravention referred to in section 86.1 (1) (a) of the Act occurred or in respect of which the order or decision referred to in section 86.1 (1) (b) of the Act was made.

(2) An agreement under section 86.1 of the Act must include the following terms and conditions:

(a) the actions the person liable for the administrative penalty will take under the agreement;

(b) the date by which those actions must be carried out;

(c) the amount by which the administrative penalty will be reduced or that the administrative penalty will be cancelled, if those actions are carried out by that date;

(d) that the full amount of the administrative penalty imposed under section 86.1 of the Act is payable on the date under paragraph (b) if the actions are not carried out as required or by that date.

[en. B.C. Reg. 60/2008, Sch. s. 1.]

Appendix

Repealed. [B.C. Reg. 50/2016, s. 4.]

Schedule

[am. B.C. Regs. 234/2006, s. 10; 223/2015, App. 3, s. 6.]

1 Application of the *Manufactured Home Park Tenancy Act*

(1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Manufactured Home Park Tenancy Act* or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

(a) a rent increase given in accordance with the *Manufactured Home Park Tenancy Act*;

(b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Manufactured Home Park Tenancy Act*;

(c) park rules established in accordance with the *Manufactured Home Park Tenancy Act* and the regulations;

(d) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.

2 Security

(1) The landlord is not permitted to require or accept a security deposit for a manufactured home park tenancy.

(2) The landlord is permitted to require security, in the form of proof of third party insurance, against damage to the park caused by moving the manufactured home on or off the manufactured home site.

3 Pets

(1) Any term of this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the manufactured home site is subject to the [Guide Dog and Service Dog Act](#).

(2) The landlord is not permitted to require or accept a pet damage deposit for a manufactured home park tenancy.

4 Payment of rent

(1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is late, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 21 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the manufactured home park without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

5 Rent increases

(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulations. If the tenant thinks the rent increase is more than is allowed by the regulations, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy office.

6 Assign or sublet

(1) The tenant may assign the tenancy agreement or sublet the manufactured home site to another person only if one of the following applies:

(a) the tenant has obtained the prior written consent of the landlord of the park to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;

(b) the tenant has obtained an order of the director authorizing the assignment or sublease.

The landlord and tenant must follow the specific procedure when consent is sought. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the *Manufactured Home Park Tenancy Act*.

7 Repairs

(1) Landlord's obligations

(a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order of the director under the *Manufactured Home Park Tenancy Act* for the completion and costs of the repair.

(c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site, or the assign of the tenant, unless the obligation to do so is a term of this tenancy agreement.

(2) Tenant's obligations

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Manufactured Home Park Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs

(a) The landlord must post and maintain in a conspicuous place in the manufactured home park, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the manufactured home park and are limited to repairing

(i) major leaks in pipes,

(ii) damaged or blocked water or sewer pipes, or

(iii) the electrical systems.

8 Occupants and guests

(1) The landlord must not stop the tenant from having guests under reasonable circumstances on the manufactured home site and in common areas of the manufactured home park.

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants on the manufactured home site is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Manufactured Home Park Tenancy Act*.

9 Locks

(1) The landlord must not change locks or other means of access to the manufactured home park unless the landlord provides each tenant with new keys or other means of access to the manufactured home park.

(2) The tenant must not change locks or other means of access to common areas of a manufactured home park unless the landlord agrees in writing to the change.

10 Landlord's entry on to manufactured home sites

(1) For the duration of this tenancy agreement, the manufactured home site is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the manufactured home site.

(2) The landlord may enter the manufactured home site only if one of the following applies:

(a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

(i) the purpose for entering, which must be reasonable, and

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

(b) there is an emergency and the entry is necessary to protect life or property;

(c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

(d) the tenant has abandoned the site;

(e) the landlord has an order of the director or of a court saying the landlord may enter the site;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served.

11 Ending the tenancy

(1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) This notice must be in writing and must

(a) include the address of the manufactured home site,

(b) include the date the tenancy is to end,

(c) be signed and dated by the tenant, and

(d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

(3) If this is a fixed term tenancy, and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Manufactured Home Park Tenancy Act*.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Manufactured Home Park Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

12 Landlord to give tenancy agreement to tenant

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

13 Arbitration of disputes

Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the *Manufactured Home Park Tenancy Act*.

[Provisions of the [Manufactured Home Park Tenancy Act](#), S.B.C. 2002, c. 77, relevant to the enactment of this regulation: sections 89 and 96]