

PENTICTON & DISTRICT MANUFACTURED HOME OWNERS' ASSOCIATION

NEWSLETTER

APRIL 2011

PO BOX 22020, PENTICTON, BC V2A 8L1

Email: pdmhoa@pdmhoa.ca **Website:** pdmhoa.ca

Hello Members and Spring Greetings to you all with the hope of new beginnings and renewal.

Please note the above changes in our Email and Website addresses. One of our members manages and updates the Website. You will find it so easy to navigate. You have a place to leave a message, learn all about us, the services we provide, and a seniors' computer tutorial. **Be sure to check it out frequently.**

At our last Executive Meeting in February the decision was made to cancel our telephone number contract beginning May 2010 through 30 April 2011. Our records indicate less than a dozen calls were recorded over the period of one year. If you or others are seeking information you may contact us through the above email address or phone one of the following directors:

Penticton, Summerland	Ray	250-487-1225
OK Falls	Bob	250-492-3997
	Sharon	250-493-3230
Oliver, Osoyoos	Hugh	250-498-0145
	Yvonne	250-498-0876
Keremeos	Glen	250-499-2300

For easy reference we suggest you cut out this page and post it somewhere handy for easy reference for you and your neighbour.

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LEGAL ADVOCACY

The Penticton & Area Women's Centre offers free legal advice to those living in the South Okanagan/Similkameen.

DAVID is available at the following time and places

- Monday Penticton & Area Women's Centre
1.00 — 400PM
- Tuesday 1st Tuesday of Month,
Oliver, BC
Park Drive Church, 36672-79th. St
Tel: 250-498-2322
1:30 -- 3:30PM
- 2nd Tuesday of Month
Osoyoos, BC
Osoyoos Christian Centre
8908 -- 74th Ave
Osoyoos, BC
Tel: 250-495-2550
1:30 -- 3:30PM
- 3rd Tuesday of Month
Keremeos, BC
Public Library
638-7th Avenue
Tel: 250-499-2313
1:30 -- 3:30PM
- Wednesday Oonkane
Friendship Centre

1203 Main St. Penticton, BC
Safeway Plaza
Main & Calgary
Tel: 250-490-3504
9:00AM — 4:00PM
1ST 3 Wednesdays
Of the Month

ASSIGNMENT UPDATE

Due to the amount of concern over assignment problems and the government's lack of being able to supply us with pertinent information, Active Mfg Home Owners' Association is undertaking an in depth review and study of assignment issues. If you have written the government about assignment please send us a copy of your letter and any replies as well as arbitration decisions involving assignments so that we can make a more complete investigation into the problems surrounding this issue and possibly incorporate your information into the Study.

RULES AND MATERIAL TERMS OF A TENANCY AGREEMENT

What is a material term in a tenancy agreement? Can the rules be changed that would affect these terms? To understand what a material term is, referring to the Residential Tenancy Branch's Guideline #8 is a good place to start. You can download it from your computer and other important guidelines

directly from the Tenancy Branch's website at: <http://www.rto.gov.bc.ca>
Guideline #8: **Unconscionable and Material Terms.**

This guideline is intended to provide a statement of the policy intent of legislation under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act.

1. A term of a tenancy agreement is unconscionable if the term is oppressive or grossly unfair to one party.
2. In reference of Material Terms; to end a tenancy agreement for breach of a material term a landlord must establish that the tenant breached a material term and that the tenant did not rectify the breach within a reasonable time after notice to do so by the landlord. **A material term is a term that the parties both agree is so important that the most trivial breach of that term gives the other party the right to end the agreement.**

RULES

Rules play an important role in our lives, giving the ability to rule our lives like a feudal landlord to the land owners. It appears that rules are also considered "terms" of a tenancy contract by arbitrators. Currently we have rules that in some parks run to over 60 pages. Contrary to what is provided in the

Manufactured Home Park Tenancy Act regarding changing the rules, some landlords are arbitrarily changing them. Challenging the changes at arbitrations results in hard feelings between the landlord and the homeowner that end up in eviction. Local Park Committees do not work as the landlord can veto or refuse to attend meetings or even form a committee. Thereby making homeowner participation impossible. Local Park Committee provisions should be deleted from the Act and all rules (terms) of Tenancy Contracts must revert to being signed by all parties to the contract. Your contract should not be changed by someone else without your knowledge and agreement. Can and should the Rules be simplified with a standard set of rules made mandatory so there is fairness to all parties?

We will be investigating this in the future. If you have an opinion, suggestion or information, please contact Active Mfg Homeowners' Association, PO Box 1000, Saanichton, BC, Tel: 250-544-1456, or Website: <http://amhoa.ca>

Does your Park have a Rep to the P&DMHOA or your own Park Association?

RENT INCREASES

One of the most common complaints your association hears is rent increases. The rent for a manufactured home site may only be increased once every 12 months and Tenants must receive three months notice of an increase. In addition, the amount of increase is regulated by legislation. For 2011 the allowable increase was 2.3%, plus a proportional amount of the increase in the Landlords Municipal levies (taxes, water, sewer, etc). If the Landlord is claiming the proportional amount, he must calculate it on the rent increase form provided by the government and support his calculations with copies of his municipal bills showing the actual increase. Check those calculations carefully. Costly mistakes have been made in the past.

An example of the proportional increase would be: In 2010 his municipal costs were \$2000. In 2011 his costs were \$2500. An increase of \$500 would be proportioned over the 50 homes in the park. The result would be an increase of \$10 per home, in addition to the 2.3% increase.

The Tenancy Act allows for a Landlord to file for a special increase. He must state his reasons to justify it, and the Tenants may provide evidence to deny his claim. Locally Tenants have been very successful in having the Landlord's claim denied or amended to a lower amount.

PENTICTON & DISTRICT MFG HOME OWNERS' ASSOCIATION ANNUAL GENERAL MEETING

May 6, 2011, 1 – 3PM

**ROYAL CANADIAN LEGION
502 Martin St, Penticton, BC**

NEW MEMBERSHIP & RENEWAL FORM

Penticton & District Manufactured Home Owners' Association

P.O. Box 22020, Penticton, B.C. V2A 8L1

Email: pdmhoa@pdmhoa.ca Website: pdmhoa.ca

NAME _____ PARK _____ # _____ MAILING
ADDRESS _____ CITY _____
POSTALCODE _____ PHONE _____ EMAIL _____

ANNUAL DUES: \$10.00 per site payable to P&DMHOA

General donations are greatly appreciative, please make cheques payable to P&DMHOA

Thank you for your moral, financial & volunteer support to this association