

**PENTICTON & DISTRICT MANUFACTURED HOME OWNERS ASSOCIATION  
NEWSLETTER**

**PO Box 22020, Penticton, BC V2A 8L1  
Email pdmhoa@yahoo.ca**

**APRIL 2009**

**President's Message**

May the following information convey and clarify the most Important parts of the Tenancy Act that are in your best interests as a MHOP resident.

**The Documents of Tenancy**

**The Tenancy Agreement (Form #RTO-5)**

This is a legal contract between you and the Park Owner. The standard Tenancy Agreement is a form supplied by the Provincial Gov't Housing Ministry, however the Landlord may choose to use a form of his own design. Any term in an agreement that contradicts will not be enforceable and is of no effect. If a landlord attempts to enforce a rule that contradicts the Act, a Tenant may file for dispute resolution through the Tenancy Office. You should have a copy of your Agreement, in fact the Law requires that you receive a copy within 21 days of signing. Make sure you fully understand all terms of the Agreement before you sign it. Even if your agreement is not on the standard form, or you don't have one at all, the terms of the standard agreement are enforceable under the Act.

**Assignment of Lease (Form #RTB-10)**

Part 2, Division 3-28 of the Tenancy Act states that you may apply to assign your existing Tenancy Agreement to the new purchaser of your home. This ensures the new owner is subject to the terms of that agreement, including current rent.

### **The MHP Tenancy Act**

These are the rules that Park Owners and Tenants must live by. As tenants, we are not always pleased with some of the rules, but by and large it is a good document. From time to time the Park Owners Association, or the Tenants Association succeed in getting the rules amended for their benefit. In 2007 the Housing Ministry commissioned a 91 page report on the status of Manufactured Home Parks. The report commented on the potential of Parks being redeveloped and recommended that Tenants be compensated for loss of equity. To date none of the recommendations in the Report have been implemented by government.

### **MHP Tenancy Regulations**

This is a separate document that compliments the Tenancy Act. For instance, your Tenancy Agreement states that you may assign that agreement to the purchaser of your home. The Tenancy Act enshrines this in Law in a short paragraph. The Tenancy Regulations devote 2 pages to the procedure for assigning the agreement.

### **Mutual Agreement to End a Tenancy (Form #RTO-8, or RTB-8)**

This is a form the Landlord may ask you to sign when you list your home for sale. Read

it carefully and pay particular attention to the date on which the tenancy expires. There is no legal obligation to sign this, or any other Agreement to End your Tenancy. We strongly advise you not to sign it. If you agree to end your tenancy on a future date and your home does not sell before that date, you may have to sign a new Agreement with terms dictated by the Landlord, or remove your home from the park. If you are planning to assign your Tenancy Agreement to the purchaser of your home, signing this form may invalidate that agreement upon transfer of title. Consult your realtor, and/or Lawyer for advice.

Copies of these documents are available from local Provincial Government access offices, or from the Residential Tenancy Office, 400-502 Kingsway, Burnaby, BC, V5H 4A5. Another good source for information is the RTO website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca). The rules in these documents are there for your protection. If you feel that your Landlord is abusing them, do not hesitate to contact the Residential Tenancy Office, or an Executive member of your Association.

### **Park Rules**

These are a mutual beneficial set of rules designed to protect both the Landlord's property and the tenant's lifestyle. They are separate from the Tenancy Agreement, and are

not enforced by Government. That being said, the Tenancy Regulations establish parameters regarding changes to the rules. A park rule that is in conflict with the Tenancy Act or Regulations is not valid. If non compliance with the rules, results in a notice of eviction, that is subject to the Tenancy Act.

### **A Note of Interest**

Some Landlords are charging up to \$100 to process the required documentation when you move into a Park. Others are requiring security deposits when you move in or leave a Park. Be aware, these charges are illegal under the Manufactured Home Park Tenancy Act. If you have paid these charges in the past, ask your Landlord for a full refund. If they do not comply notify the Residential Tenancy Office, or an Executive member of your Association.

### **Annual General Meeting**

On May 8, 2009, 1:00PM, we will be holding our Annual General Meeting and election of officers at the Royal Canadian Legion Hall, 502 Martin St, Penticton, BC. Because it has proven difficult in the past to get nominations at the meeting, we usually try to line up members before hand who have indicated they are willing to stand for office. This in no way prevents nominations from the

floor. Any member in good standing may be nominated for any position on the executive.

At the time of printing this newsletter, we have not found anyone willing to assume the position of President. The current President is unable to continue in that position, and the current Vice-President, while willing to continue in that position is going to be out of the country for several months.

To be an effective President, it is desirable that person have access to the internet and e-mail in order to maintain contact with Residential Tenancy Office and other Tenant Associations.

If no one steps forward to assume the Presidency at the May 8, 2009 Meeting, or before, this Association may have to cease operation after 23 years of supporting Manufactured Home Owners.

This is not a difficult job folks, only needing someone willing to provide a few hours each month toward a very worthy cause. You will have the support of the other executive and together continue bringing changes for all.

**ACTIVE MANUFACTURED HOME OWNERS ASSOCIATION**  
**PO Box 1000, Saanichton, BC V8M 2C5**

February 11, 2009

Ray Nuttall, President,

Dear Ray

Thank you, your board and your members for the generous donation of \$2000 to the Legal Fund. We are working on a formal application for those wishing to access this fund. As soon as we have a workable form, we will pass it through our lawyer and send a copy to your Association before posting it on the website. We are looking at giving priority to those belonging to either your or our Association.

Our website has undergone more changes. We are looking at making it more of an educational tool. The results have been seen in recent editorials that have reflected a more informed commentary on our problems and solutions. We believe that recreation vehicles that are being lived in as a primary residence should come under our Act. We have posted some court cases on the subject where judges have ruled favourably in the hopes of those needing this information can easily find it. There is an interesting comment in the Lang v BC (RT Arbitrator) paragraph #13 where the judge refers to arbitrators using prior arbitration decision as precedents. Could this be used in arbitrations to get a prior decision used? If your Association has ideas for making the website more informative, please let me know.

Keep up the good work on behalf of manufactured home owners and again thank you for all of your support.

Joyce Klein, Sec/Treas

**When is an RV not an RV?** In a Supreme Court decision by Justice T Richard Brooke, an earlier decision by a dispute resolution officer was overturned. The officer had previously ruled that the petitioner who lives in the Illahie Beach RV Park, Summerland on a 12 month basis was not covered by MHP Tenancy Act because she held nothing more than a license to occupy. Justice Brooks decision stated "Clearly, the recreation vehicle or manufactured home of the petitioner is a manufactured home within the meaning of the definition of the Act. Equally clear the RV park is a manufactured home park within the meaning of the definition of the Act". This decision along with others cited by Justice Brooks make it clear that year round tenants of RV parks do come under the jurisdiction of the MHP Tenancy Act. Our gratitude goes out to DI Lang for her successful efforts to correct a bad decision by the dispute resolution officer.