

# Manufactured Home Site Tenancy Agreement

**#RTB – 5**
**Important Notes:**

The Residential Tenancy Branch (RTB) is of the opinion that this Manufactured Home Site Tenancy Agreement accurately reflects the *Manufactured Home Park Tenancy Act* (MHPTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs.

The words **tenant, landlord, manufactured home park** and **manufactured home site** in this tenancy agreement have the same meaning as the words in the *Manufactured Home Park Tenancy Act* (MHPTA), and the singular of these words includes the plural.

**IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTO-26)**
*RTO-26 used & attached* 
**PARK NAME:**  **TENANT(S) SITE NUMBER:** 
**MANUFACTURED HOME SITE TENANCY AGREEMENT between:** *(use full, correct legal names)*
**the LANDLORD(S):** *(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)*
 

last name

first and middle name(s)

 

last name

first and middle name(s)

**and the TENANT(S):**
 

last name

first and middle name(s)

 

last name

first and middle name(s)

   
*(optional)* phone number

*(optional)* other phone number

**ADDRESS OF PLACE BEING RENTED TO TENANT(S)** *(called the 'manufactured home site' in this agreement):*
    

site

address

city

 B.C.

province

 postal code

**ADDRESS FOR SERVICE of the**  Landlord  Landlord's agent

    

unit/site

address

city

 province

 postal code

   

daytime phone number

other phone number

fax number for service

## 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
  - 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; or
  - d) a term in respect of which a landlord or tenant has obtained a Residential Tenancy Branch order that the agreement of the other is not required.

## 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy starts on:     
day month year

Length of tenancy: (please check a, b or c and provide additional information as requested)

a) on a month-to-month basis

b) for a fixed length of time :  ending on:     
length of time day month year

**At the end of this fixed length of time, the tenancy continues as a month-to-month agreement 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**

c) other periodic tenancy as indicated below:

weekly  bi-weekly  other:

## 3. RENT (please fill in the information in the spaces provided)

### a) Payment of Rent:

The tenant will pay the rent of \$  each (check one)  day  week  month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, .... 31st)  day of each (check one)  day  week  month subject to rent increases given in accordance with the MHPTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

### b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate or restrict a service or facility that is essential to the tenant's use of the manufactured home site as a site for a manufactured home, or is a material term of the tenancy agreement.

Water  Sewage disposal  Garbage collection  On-site parking for  vehicles

Cablevision  Snow removal  Recycling services  Visitor parking

Electricity  Storage (off site)  Kitchen scrap collection  RV parking

Natural gas  Laundry (coin-op)  Recreation facilities  Internet

Other:   Other:

Additional information:

#### 4. 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.

#### 5. 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 rights and restrictions under the *Guide Animal Act*.
- 2) The landlord is not permitted to require or accept a pet damage deposit for a manufactured home park tenancy.

#### 6. PLAN

A plan or sketch describing the area and boundaries of the manufactured home site rented under this agreement is attached to this agreement. The boundaries are measured from a permanent reference marked on the plan.

#### 7. 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.

#### 8. 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 Branch office or Service BC location

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

#### 9. 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 an arbitrator authorizing it.
- 2) 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.
- 3) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Manufactured Tenancy Act*.

#### 10. 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 arbitrator's order 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 seek a monetary order through arbitration under the *Manufactured Home Park Tenancy Act* 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 a 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.

## 11. 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 through dispute resolution under the *Manufactured Home Park Tenancy Act*.

## 12. 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 consents to the change.

## 13. 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 an arbitrator or court saying the landlord may enter;
  - 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.

## 14. 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 RTB.

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

## 15. 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.

## 16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for arbitration to resolve a dispute, as provided under the *Manufactured Home Park Tenancy Act*.

## 17. ADDITIONAL TERMS

a) Write down any additional terms agreed to by the tenant(s) and the landlord. Additional terms may cover matters such as pets, yardwork, fence maintenance and snow removal. Park Rules created in accordance with Section 32 of the MHPTA must be included. Additional pages may be added to this tenancy agreement.

b) Any addition to this tenancy agreement must comply with the Manufactured Home Park Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

c) Attached to this tenancy agreement, there  is  is not an Addendum.

**If there is an Addendum attached**, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: \_\_\_\_\_ Number of additional terms in the Addendum: \_\_\_\_\_

**By signing this tenancy agreement, the landlord and the tenant are bound by its terms.**

**LANDLORD(S):** (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name

first and middle name(s)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

last name

first and middle name(s)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENANT(S):**

last name

first and middle name(s)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

last name

first and middle name(s)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## General Information about Residential Tenancy Agreements

**Important Legal Document** – This tenancy agreement is an important legal document. Keep it in a safe place.

**Access** – The landlord has the right to access the manufactured home site for the purpose of giving notices and documents under the MHPTA.

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the MHPTA or this tenancy agreement.

**Amendment of the MHPTA** – The MHPTA or a regulation made under the MHPTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

**Change of Landlord** – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

**Assignment or Sublet** – It is required that the landlord's consent to assign or sublet be obtained in writing.

**Plan** – It is recommended the plan attached to this agreement:

- indicate how the manufactured home park is zoned by the municipal authority,
- indicate whether the park has seniors' status,
- be signed and dated by the landlord and tenant.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, the Local Park Committee may assist with dispute resolution, if one has been established in the park. If the parties still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights, responsibilities and remedies under the MHPTA and apply for a dispute resolution hearing to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

### FOR MORE INFORMATION

RTB website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602