

**Westbank First Nation  
Residential Premises Law 2008-03**

<b>MANUFACTURED HOME PAD ASSIGNMENT AND SUBLET REGULATION “F”</b>
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**1. Definitions:**

1.1 In this regulation:

- (a) **“Law”** means *WFN Residential Premises Law 2008-03*, and amendments thereto;
- (b) **“assign”** means to assign a home owner’s interest in a manufactured home pad tenancy agreement to a purchaser under section 22. of the Law;
- (c) **“home owner”** means a tenant of a manufactured home pad;
- (d) **“park owner”** means the landlord of a manufactured home park;
- (e) **“purchaser”** means a person who has purchased or has made an offer to purchase a home owner’s manufactured home;
- (f) **“sublet”** means to sublet the manufactured home pad on which the home owner’s manufactured home is situated to a subtenant under section 22. of the Law.

**2. Providing Tenancy Agreement and Rules to Purchaser**

2.1 A home owner must provide a purchaser with a copy of:

- (a) any part of the tenancy agreement that is in written form; and
- (b) any park rules that are in written form and apply to the tenancy of the home owner before requesting the park owner’s consent to assign.

**3. Rights and Obligations After Assignment**

3.1 When a home owner assigns, the purchaser becomes the tenant of the park owner and assumes the rights and obligations arising under the Law and the tenancy agreement on or after the date the assignment takes effect.

3.2 A tenancy agreement that has been assigned continues on the same term

as before the assignment.

- 3.3 A former home owner, after an assignment takes effect:
- (a) is not liable for any breach or obligation under the Law or the tenancy agreement relating to the period after the assignment;
  - (b) continues to be liable for any breach or obligation under the Law or the tenancy agreement relating to the period before the assignment; and
  - (c) may enforce against the park owner any of the park owner's obligations under the Law or the tenancy agreement relating to the period before the assignment.

#### **4. Rights and Responsibilities During Sublet**

- 4.1 A home owner who sublets:
- (a) is the landlord of the subtenant under the subtenancy agreement;
  - (b) continues to be the tenant of the park owner under the tenancy agreement; and
  - (c) is liable to the park owner for any breach of, or obligation under, the Law or the tenancy agreement during the subtenancy.
- 4.2 A home owner must include in the subtenancy agreement the park rules and the terms of his or her tenancy agreement that are relevant to the subtenancy and before requesting the park owners consent to sublet under section 6, must inform the proposed subtenant of those rules and terms.

#### **5. Terms of Subtenancy Agreement**

- 5.1 A subtenancy agreement for a manufactured home pad, including a manufactured home pad rented under a month to month tenancy agreement, may be for a fixed term or on a month to month basis.
- 5.2 Despite section 5.1, a subtenancy agreement is subjected to the continuation of the home owner's tenancy agreement.

#### **6. Written Request for Consent to Assign or Sublet**

- 6.1 Sections 7. and 8. apply to a home owner's request for consent to assign or sublet only if the home owner requests the park owner's consent to assign or sublet in writing in the form required under the Law.

- 6.2 The home owner must serve the request on the park owner in accordance with the Law.
- 6.3 The written request under section 6.1 must be signed by the home owner and include the following information:
- (a) the name and address of the home owner making the request;
  - (b) the name and address of the park owner or park owner's agent;
  - (c) the proposed effective date for the assignment or subtenancy agreement;
  - (d) the name of the purchaser or the proposed subtenant;
  - (e) the current address of the purchaser or proposed subtenant, the length of time at the address and the name and telephone number of the landlord, if any, for the address;
  - (f) if the length of time at the address provided under (e) is less than 2 years, the previous address of the purchaser or proposed subtenant, the length of time at the address and the name and telephone of the landlord, if any for that address;
  - (g) the names and telephone numbers of two personal references for the purchaser or proposed subtenant;
  - (h) the signed consent of the purchaser or proposed subtenant authorizing the park owner to contact the landlords, if any, 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 written request;
  - (i) if the manufactured home pad is in a park in which every manufactured home pad 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) of the *British Columbia Human Rights Code*, the date of birth of the purchaser or proposed 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 4.2;
  - (k) if the request is for consent to assign:
    - (i) the current monthly rent for the manufactured home pad;

- (ii) the effective date of the most recent lawful rent increase;
- (iii) the purchaser's signed consent authorizing the park owner to obtain a credit report on the purchaser;
- (iv) the purchaser's signed statement that he or she has been informed of and agrees to comply with:
  - (A) the tenancy agreement that is in written form; and
  - (B) any of the park rules that are in written form and that apply to the tenancy of the home owner.
- (v) a copy of any outstanding orders or notices given under the Law respecting the residential premises;
- (l) any additional information required by the form approved under the Law.

## **7. Response Within 10 Days**

- 7.1 A park owner must provide the home owner with written response, in the form under the Law, to a request under section 6.
- 7.2 The response under section 6.1 must be served on the home owner in accordance with the Law promptly and in any case so that the response is received by the home owner within 10 days after the date the park owner received the request.
- 7.3 If a park owner withholds his or her consent for the home owner to assign or sublet, the park owner's response under section 7.1 must indicate:
  - (a) the grounds under section 10. on which he or she is withholding consent; and
  - (b) the source and nature of the information that supports those grounds.
- 7.4 The park owner and a home owner may agree in writing to extend the time for response under section 7.2 to a specific date.

## **8. Consent Deemed if No Response in 10 Days**

- 8.1 The park owner's consent to a request under section 6. is conclusively deemed to have been given and the home owner may assign or sublet to the purchaser or subtenant identified in the written request:
  - (a) if the home owner has not received the park owner's response:

- (i) by the end of the 10<sup>th</sup> day after the park owner received the home owner's request; or
  - (ii) if the time for response has been extended under section 7.4 to a specific date, by that date, and
- (b) if paragraph 8.1(a) applies, the home owner can demonstrate that he or she served the request on the park owner in accordance with the Law.

## **9. Request to Assign or Sublet that Does Not Conform to Section 6**

9.1 If a home owner's request for consent to assign or sublet does not comply with section 6., the park owner must do one of the following:

- (a) consent to the request;
- (b) notify the home owner in writing that he or she is withholding consent to the request on one or more of the grounds under section 10.;
- (c) advise the home owner promptly that he or she will only consider a request to assign or sublet that complies with section 6.

9.2 If the park owner withholds consent under section 9.1(b), the park owner must indicate:

- (a) the grounds under section 10. on which he or she is withholding consent; and
- (b) the source and nature of the information that supports those grounds.

## **10. Grounds for Withholding Consent to a Request**

10.1 For the purposes of section 22. of the Law, a park owner may withhold consent to assign to a purchaser or sublet to a proposed subtenant only for one or more of the following reasons:

- (a) the request is for consent to assign; and
  - (i) the park owner, on the basis of relevant information, has reasonable grounds to conclude that the purchaser is unlikely to comply with the tenancy agreement or applicable park rules;
  - (ii) the park owner, on the basis of credit information, has reasonable

grounds to conclude that the purchaser is unable or unlikely to pay the rent.

- (b) the request is for consent to sublet and the park owner, on the basis of relevant information, has reasonable grounds to conclude that the proposed subtenancy is likely to result in a breach of the home owner's obligations under the tenancy agreement and park rules;
- (c) there is not at least one purchaser in a proposed assignment, or one subtenant in a proposed sublet, who meets the age requirement in a park where every manufactured home pad 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)(1) of the *British Columbia Human Rights Code*;
- (d) The purchaser or proposed subtenant does not intend to reside in the manufactured home, and:
  - (i) intends to use the manufactured home pad for business purposes;  
or
  - (ii) has purchased more than one manufactured home in the park owner's manufactured home park.
- (e) the tenancy agreement is a month to month agreement and the manufactured home has been removed from the manufactured home pad or destroyed;
- (f) the park owner, as a result of being unable to contact one or more references provided under section 6. has insufficient information to make a decision about the request, if the park owner:
  - (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.