

1: Intro

Good afternoon, neighbors, Nice to see so many here today!

I have been asked to speak on a few matters this afternoon and although I can and do sometimes, wander into deeper territory when I'm speaking ... I will try to keep this brief.

First off, I want to express my wholehearted support for the incredible work that the volunteers at SPHOA are doing. Their dedication is truly commendable, and I see nothing but positive intentions in everything they do.

Joyce and I, like many of you, chose Sharman Park as our home based on the information provided by our realtor and park management. In our case, they were one and the same. It was a decision we happily made, guided by the rules given to us and the conditions outlined in our lease. I think we can all agree that rules and regulations are essential for harmoniously living in a community, after all, none of us want to descend into chaos!

2: The Need for Homeowner Representation in BC:

Now, I'd like to talk about something important—our rights as homeowners in British Columbia.

It turns out, we manufactured home owners are a unique group. Unlike other property owners, we lack some form of democratic representation. It's a bit like being renters rather than homeowners, and that's something worth looking into. So I did.

Fortunately the provincial government recognized our unique situation and introduced legislation to help safeguard us. I'm sure, like me, many of us had no idea this legislation even existed. Perhaps every home purchased should come with a copy.

Just recently, concerns have surfaced about rule changes impacting our daily lives, so I did a bit of digging and discovered that there **are** protective measures in place. For instance, the BC Manufactured Home Tenancy Act, despite some quirks, contains provisions that do protect us.

3: Uncovering Protective Measures:

Let's take a closer look at a couple of examples from the Act.

One intriguing aspect is the potential role of park committees. At this point I'd like to point out that park committees and park associations are two completely different things. While a “park committee”, if it's allowed to form, has the ability to help make rule changes, an association has no influence whatsoever.

The legislation outlines the formation and responsibilities of a park committee, but also includes a clause stating that *“The landlord must vote in favour of establishing the committee”* essentially vetoing the whole concept. That is why there are over 900 parks in the province and no park committees. The chance of forming one is virtually nil and the SPHOA is **not** a park committee.

However, there are provisions in the act, like Section 30 that protect us by ensuring rules are fair, clear, and enforceable. Some of the language in this section reads;

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;

It goes on to add;

(3) A rule established, is enforceable against a tenant only if

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

A serious provision that safeguards individual residents from potential unreasonable treatment.

After searching the RTB arbitration website, we found **not one case** involving rule changes. This is either because most landlords are content to keep homeowners happy, or homeowners are just unaware of Section 30.

Another gem is found in Part 7 of the act, covering Assignment and Sublease. This can shield us from unwarranted rent increases by using an RTB10 form when you are selling your home, a critical aspect of safeguarding our home investments.

This form is used to assign or **transfer** your lease to a buyer, and no change including rent increases or costly improvements can be required by the landlord, unless of course, the manufactured home does not comply with housing, health and safety standards required by law.

There is a case in Nanaimo where the landlord is attempting to raise rent during a sale by \$100 per month. Over 10 years, this would add an additional \$16,000 to the cost of the home. This could potentially affect your asking price, particularly when it's compared to a similar home with much cheaper rent.

The use of the RTB10 form would prohibit that from happening.

4: Realizing the System is on Our Side:

Recently, a homeowner used the RTB arbitration process to clarify a condition included in our leases.

A condition regarding the number of days guests can stay, which was set at 20. The arbitrator ruled that the condition was **unconscionable**, highlighting the power of the system.

It's a reminder that even seemingly minor clauses can have significant implications for our lives and a reminder to new home buyers to check their lease for anything they may have missed.

5: Wrapping It Up:

Now, I know this isn't the most thrilling topic for an afternoon chat, but it's essential.

I believe the SPHOA, although primarily focused on social and informational activities, are also here to help us navigate the complex world of homeowner rights and safety. Let's remember that, by being well-informed, we're ensuring our quality of life and protecting our investments.

In addition, I want to assure you that SPHOA is actively engaged with relevant government agencies and other HOAs around the province including the BCMHO who have been extremely helpful making sure that our voices are heard.

Together, we can uphold our rights and make our community an even better place to call home.

Thank you all for your time, let's support our SPHOA in it's goal of continuing to make Sharman Park the best community it can be!