

Squamish trailer park serves as reminder, says lawyer

All trailer park homeowners are renters

JENNIFER THUNCHER / SQUAMISH CHIEF



Trailer owners at the Riverside Trailer Park have one year to find new homes after the Squamish Nation, the park's landowner, decided to close down the park.

Photo: David Buzzard

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The 19 families currently facing eviction at Brackendale's Riverside Trailer Park, on the Squamish Nation Seaichem Reserve, serve as a reminder to all trailer park residents that they are renters on someone else's land, a local lawyer says.

At a meeting on Sept. 7, Squamish Nation representatives told the park residents on Lots 6 and 7 that they have one year to find somewhere else to live. The band says it is shutting down the park because it is no longer cost effective to keep it running as it is in need of extensive sewer and water upgrades.

Lawyer and real estate law expert, Michael Drouillard, says that owning a trailer and living in a trailer park is often an affordable option that offers many advantages to families – including

homeownership and a yard – but tenants, even if they are not on First Nations land, need to keep in mind the pad they place their home on is not their own. They are renters.

“Some tenants have a false sense of security of tenure, which is that they think that... the park has been here for 50 years, what is another 50 years,” he said. “Very commonly, in my experience, these tenants sign on to month-to-month tenancy agreements, which means your security is until the end of the month.”

The Manufactured Home Park Tenancy Act does offer “great protection” for tenants of trailer parks on month-to-month tenancy agreements, Drouillard said, in that the landlord can only end the tenancy for specific, limited reasons, even if the tenancy is only month-to-month.

“For most tenants this means that if you don’t cause trouble and if you pay your rent on time you are there indefinitely, but people forget that landlords have this right under the Act to remove the tenants for redevelopment purposes even if you aren’t in default of your tenancy agreement,” he said. “It is their property, ultimately.”

The issue is more complicated for the tenants in the Riverside Trailer Park because they are on First Nations land.

Drouillard stressed he does not represent the Brackendale trailer park residents and can’t speak to their particular situation. However, he did point to a 2013 decision by the B.C. Court of Appeal that ruled the act did not apply to a certain aboriginal band’s land.

In that case the court found the residents of a trailer park on Sechelt Indian band land could not use a provincial statute such as the Manufactured Home Park Tenancy Act as a defense to the band’s decision to drastically raise the pad fees of tenants in a trailer park on its land. Provincial statutes, such as the act, do not apply to landlord-tenant relationships involving leases with aboriginal bands, according to the ruling.

“In the Sechelt case the band wanted to increase the rents way beyond the amount permitted under the Manufactured Home Park Tenancy Act,” he said.

Aboriginal lands are under federal jurisdiction, and the Indian Act usually governs land use matters.

“So you can’t have a provincial statute interfere with an aboriginal band’s right of possession to its own lands as a matter of constitutional law,” he said.

Drouillard said the Squamish Nation giving tenants at Riverside a one year free-rent grace period and offering a buyout of close to \$10,000 if tenants move by Dec. 31, and \$5,000 if they leave before March 31, 2017, mirrors what landlords are required to do under the Manufactured Home Park Tenancy Act were the tenants being mass evicted on the basis of redevelopment.

“What the band is doing is giving the tenants what they would have gotten under the Act if the Act applied,” he said.

The Squamish Nation's Chris Lewis told The Squamish Chief the band has no current plans to redevelop the property.

Drouillard also addressed, in general, the matter of outstanding mortgages on trailer homes where a mass eviction occurs.

"In some cases it is seen as an act of default for the homes to be moved without the consent of the lender," he said.

"I haven't seen the terms of their mortgages [at Riverside], but certainly if someone has a mortgage on their home, and if it doesn't have a 'no recourse' clause in it, and I doubt that it would frankly, and if the home can't be moved or has to be scrapped or something, that owner is going to be liable to the lender for whatever is left on the mortgage," he said.

"Obviously, that is a challenging position because here you are, you've paid \$100,000 for your home, you have a \$50,000 mortgage on it, you've been given one year free rent – \$4,000 – who is going to pay for the \$46,000 left on the mortgage?"

The Squamish Chief contacted TD Canada Trust and Van City (Squamish Savings) banks for a comment about possible solutions for the mortgage holders at Riverside but were told the banks could not comment for this story.

The Canadian Bankers Association sent The Chief emailed statements in response to our questions.

"It's not clear to us that any of these people have mortgages from banks on their mobile homes. If they do, banks are always willing to work with their customers through difficult situations, so residents should talk to their banks," said Maura Drew-Lytle, director of media relations for the association.

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