



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC OLC FF

Introduction

This hearing dealt with two applications by the tenant, both for monetary compensation for damage or loss under the Act, regulation or tenancy agreement and an order that the landlord comply with the Act, regulation or tenancy agreement.

At the time of this hearing, the landlord had received an order of possession for the rental site and served it on the tenants. The tenants had moved out of their manufactured home but had not yet surrendered vacant possession of the rental site to the landlord. As the tenancy has ended, I dismissed the portion of the tenant's applications regarding an order that the landlord comply with the Act, regulation or tenancy agreement.

The tenant and one of the landlords participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant rented a manufactured home park site beginning in 2004. On June 19, 2009 the landlord received an order of possession for the rental pad. The tenant and her family moved out of the manufactured home on August 19, 2009, but they have not removed the home from the rental site as they are attempting to sell it. The landlord

had not yet taken steps to enforce the order of possession, as they were allowing the tenant time to sell the manufactured home.

The evidence of the tenant on her monetary claims was as follows. The first portion of the tenant's claims is in regard to an incident that occurred in February 2009, when the landlord brought a gravel truck into the manufactured home park and began unloading gravel at 6:15 a.m. The landlord did not give tenants prior notice that this work would be done. The truck made excessive noise while backing up, and then began dumping gravel 20 feet from the back of the tenant's trailer. Then the landlord began shoveling the gravel and caused further noise disturbances. The landlord would not stop the work until the police showed up.

The second portion of the tenant's claims regards what the tenant characterized as ongoing harassment by the landlord from November 2008 until the tenant moved out of the park. One or both of the landlords frequently showed up on the property without notice or permission, and harassed and intimidated the tenant. The landlord would also harass the tenant by showing up at her place of work. The tenant stated that in a previous hearing the landlord was ordered not to enter the property without written notice.

The response of the landlord was as follows. In regard to the gravel truck incident, the landlord acknowledged that the gravel truck showed up at approximately 6:30 a.m., and it made noise for about one minute while it was backing up. The landlord was about 150 feet away from the tenant's trailer when they were shoveling. The tenant's husband came out and asked the landlord to stop shoveling for an hour, which the landlord did. The landlord denied harassing the tenant at any time. They attended at the manufactured home park to carry out their duties as landlord, and they have never been ordered to give 24 hours' written notice, contrary to the testimony of the tenant. The landlord submitted that the tenant's applications for monetary compensation were retaliatory in nature.

Analysis

In considering all of the evidence, I find that the tenant did not provide sufficient reliable evidence to support her claims for monetary compensation. In regard to the gravel truck incident, I am not satisfied that the landlord disturbed the tenant's quiet enjoyment to the extent that the tenant is entitled to monetary compensation. The incident occurred only once and over a very brief period of time.

I found no persuasive evidence that the landlord harassed the tenant at any point in time. Further, I found no evidence that the landlord was ever ordered to provide written notice before attending on the property. It appeared that the tenant was providing deliberately misleading and untrue testimony in order to support her monetary claim.

Conclusion

Both of the tenant's applications are dismissed. As the applications were unsuccessful, the tenant is not entitled to recover either of the filing fees for her applications.

Dated October 23, 2009.