



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes O, FF

Introduction

This was an application by the landlord expressed as a claim for other relief. The hearing was conducted by conference call. The landlord's representative and the tenant participated in the hearing although the tenant disconnected abruptly from the hearing before it was concluded.

The landlord said in the application for dispute resolution that the tenant is not in compliance with her tenancy agreement because she failed to obtain approval from the landlord for works constructed on her manufactured home site. The landlord alleged that the tenant has not corrected a breach of the rules and regulations within a reasonable time after being given written notice to do so. There is no provision in the application for dispute resolution for the landlord to claim a specific remedy that the tenant comply with the Act, Regulation or Tenancy agreement; I will treat the landlord's application as a request for such a remedy.

Issue(s) to be Decided

Should the tenant be directed to comply with provisions of the *Manufactured Home Park Tenancy Act*, the Regulation or provisions of the tenancy agreement or park rules?

Background and Evidence

The tenant has lived in the manufactured home park since 2005. The landlord has written to the tenant on several occasions to complain that the tenant has made additions and alterations to her manufactured home and pad without first obtaining

permission. The landlord has also complained that some of the work done by the tenant does not conform to the park's community guidelines which the landlord referred to as rules and regulations. The landlord claimed that the tenant constructed a fence made from wood, but the rules require that all new and replacement fences must be of chain link construction.

The landlord said that the tenant has constructed a shed without approval. According to the landlord there is no issue concerning the location of the shed but the landlord insists that the tenant obtain the landlord's written approval for the shed by providing a detailed site plan and a complete list of construction materials to the landlord.

The tenant submitted a lengthy written narrative; much of it was not germane to the issues. The tenant testified at the hearing that neither the wooden fence nor the shed are new construction. She said they were existing structures when the tenancy began.

The landlord disputed the tenant's claims; according to the landlord's representative the shed constructed by the tenant is a new larger shed that is located in the same general area as a former shed and although the tenant may have used some of the materials from the old shed when constructing the new one it is a new and larger building. Similarly with the fence the landlord said that the tenant has done more than repair an existing fence, she has used wood on hand to construct a new fence.

Analysis and conclusion

I have considered the tenant's testimony and her written submissions. The tenant is angry with the landlord and made it clear in her testimony that she feels any interference with her plans by the landlord's representative is unwarranted. Despite the tenant's assertions I find that the evidence does establish that the shed constructed by

the tenant is a different and new building from the buildings that formerly existed on the site and as such the landlord's approval is required. I order the tenant to comply with the tenancy agreement and rules by submitting the detailed site plan and list of construction material required by the landlord. I direct that she provide the required plan and list within 30 days of the date of this decision.

With respect to the wood fence upon the tenant's evidence she used wood that she had on hand to make substantial alterations to an existing structure. Neither party supplied a picture of the pre-existing fence, but based on the tenant's evidence I find that the tenant has so changed the existing structure that it constitutes new construction and is therefore in violation of the requirement that new and replacement fences use chain link construction. I therefore order that the tenant remove the wooden fence within 30 days and comply with approval and construction requirements with respect to any new fence that she may intend to construct.

The landlord is entitled to recover the \$50.00 filing fee paid for this application and the tenant is direct to pay the said sum with her next instalment of rent.

Dated: December 31, 2010.
