



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, O, FF

### Introduction

This hearing dealt with an application by the tenant for an order for the landlord to comply with the Act, other and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

The tenant testified that the landlord is in violation of the Park Rules because the roof cap on the management utility shed is shiny, unpainted metal. The landlord responded by stating that the roof cap had been painted a flat white within 4 days of her having been made aware of the concern. The tenant stated that the roof cap was still very bright when he looked out from his trailer and the landlord will consider having the roof cap painted a darker colour.

The tenant felt that by the landlord coming to his property to inspect his yard and by coming on to his mobile home pad to deliver documents that the landlord entered his property illegally, was trespassing and in violation of the Act as the landlord did not provide 24 hours written notice. The landlord stated that she conducted her inspection from the road and did not enter on to the tenant's property however the assistant manager did enter the tenant's property when he placed the notice on the tenant's door and posting of documents does not require that notice be given.

The landlord stated that the yard inspections are to be completed every spring by management and it is typically done by a casual walk through of the park with the back yards checked from the hill behind the mobile homes. The landlord stated that she had wanted to get the inspections done in a timely manner but that the weather had not cooperated for tenants being able to get their yards cleaned up in a timely fashion.

The landlord stated that she had no idea that the tenant had been so upset about the inspection as no tenant's had ever complained before. The landlord stated that in future the landlord will provide the tenant with 24 hours written notice when coming on to the tenant's property to inspect. Both parties understand that the posting of notices or inspection from the road does not require 24 hours written notice.

The tenant expressed frustration at the lack of time for getting his yard cleaned up as the weather has been bad and not conducive to yard work. The tenant stated that he is working on making his yard low maintenance and that his yard looks very different from his neighbours as they have asphalt driveways and he has a crushed rock driveway. The tenant stated that he had been able to spray the weeds and that the front yard was looking better.

The landlord did comment that in past years there have been complaints about the tenant's front yard however that is a matter that the parties will discuss outside of this hearing.

The tenant noted in his evidence that when the landlord drove by his mobile home that it was blatant intimidation and harassment and that the noise from the landlord's 'rattling, diesel truck' constituted disturbance of the tenant's peace and quiet enjoyment.

Both parties recognized in the hearing that there were communication issues surrounding this matter that led to today's hearing.

### Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for an order for the landlord to comply with the *Act*.

### **Section 32 Park rules**

The landlord corrected the issue of the shiny metal roof cap on the utility building within 4 days of being made aware of the problem. The tenant believed the roof cap to still be very bright as it was painted white and the landlord will consider re-painting the roof cap with a darker paint. As the landlord corrected the concern within a reasonable amount of time the landlord is no longer out of compliance with the park rules. This portion of the tenant's application is dismissed.

### **Section 23 Landlord's right to enter manufactured home site restricted**

The landlord did not enter the tenant's property without notice but conducted their inspections from the roadway and hillside which is not part of the tenant's property. The landlord did however state that they would provide proper notice to the tenant when required. This portion of the tenant's application is dismissed.

**Section 22 Protection of tenant's right to quiet enjoyment**

The tenant believed the landlord to have disturbed his peace and quiet enjoyment when the landlord drives past the tenant's mobile home. I do not believe that the landlord was driving past the tenant's pad solely to harass or intimidate the tenant and evidence has not been submitted noting a continued pattern of harassment or disturbance by the landlord. This portion of the tenant's application is dismissed.

The tenant's application is dismissed in its entirety without leave to reapply.

As the tenant has not been successful their application they not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

The tenant's application is dismissed in its entirety without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 24, 2011.

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Residential Tenancy Branch