



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

PSF, LRE, RR, FF, O

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to provide services or facilities required by law; for an Order suspending or setting conditions on the Landlord's right to enter the rental unit; for authority to reduce the rent for repairs, services, or facilities agreed upon but not provided; and to recover the fee for filing this Application for Dispute Resolution.

Section 59(2)(b) of the *Residential Tenancy Act (Act)* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. I find that the Tenant's Application for Dispute Resolution does not specify the repairs, services, or facilities that have allegedly not been provided. I find that it would be unfair to the Landlord to proceed with the claim to reduce the rent for repairs, services, or facilities agreed upon but not provided and/or the claim for an Order requiring the Landlord to provide services or facilities required by law, as the absence of details makes it difficult, if not impossible, for the Landlord to prepare a response to these claims. These two claims are therefore dismissed, with leave to reapply.

It is readily apparent from the information on the Application for Dispute Resolution that the Tenant is seeking compensation for the loss of the quiet enjoyment of his rental unit and the Application for Dispute Resolution has therefore been amended to include a claim for a monetary Order for money owed or compensation for damage or loss.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Tenant was given several opportunities at the conclusion of the hearing to introduce evidence that had not yet been discussed, and he repeatedly referred to incidents that had already been discussed. After providing the Tenant with five unfruitful opportunities to introduce additional evidence, the hearing was concluded.

Issue(s) to be Decided

Is the Tenant entitled to compensation for the loss of the quiet enjoyment of the rental unit; is there a need for an Order suspending or setting conditions on the Landlord's right to enter the rental unit; and is the Tenant entitled to recover the cost of filing this Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in 1990 and that the Respondent is a manager of the manufactured home park.

The Tenant stated that he wants restrictions on the Landlord's right to enter the site, in part, because the Respondent came to his site to collect the rent on February 01, 2012 and that he recently came to his site to serve him with an "eviction notice", even though the Tenant has asked him not to come to the site.

The Tenant stated that he also wants restrictions on the Landlord's right to enter the site, in part, because the Respondent comes to his site to make derogatory comments about him and that he bangs on the side of his trailer. The Agent for the Landlord agrees that the Respondent does knock on the side of the trailer to make contact with the Tenant, as the Landlord cannot access the door of the trailer without passing the Tenant's dog, who she feels is aggressive. She agrees that the Respondent has gone to the rental unit to discuss concerns with the tenancy.

The Tenant is seeking compensation, in the amount of \$100.00, for a breach of his right to the quiet enjoyment of his rental unit. The Tenant contends that the Landlord is harassing him about his dog and that he threatened to evict him because of his dog. He agrees that his dog does bark but he says there are many problem dogs in the manufactured home park and he feels he is being singled out. He stated that he calls his dog into the house when he barks; that he rewards the dog for coming when the dog is called, rather than for barking; and that his dog sleeps in the house at night.

The Agent for the Landlord stated that the Tenant's dog barks when people walk past the Tenant's site if he is out in the yard; that the dog throws himself against the fence; that she thinks the dog is aggressive; that other tenants have complained about the dog; that the Respondent has tried to talk to the Tenant about the dog and the Tenant told him that he has trained the dog to guard his house; and that the Tenant praises the dog for barking.

The Tenant stated that in the late evening of June 12, 2012 the Respondent threw a wheelbarrow into the Respondent's truck, which frightened the Tenant's dog. The Tenant stated that he feels harassed because the Respondent subsequently told the Tenant to stop his dog from barking.

The Tenant stated that he feels harassed because the Landlord served him with a Notice to End Tenancy on January 30, 2013. He stated that he understands he was served with the Notice because he has a surveillance camera installed on his site; that the Landlord has directed him to remove the surveillance camera; that he did not remove the camera within the time limit established by the Landlord; that he took it down approximately three weeks ago; that he has periodically installed and removed it over the past three weeks; and that he has never pointed the security camera at the homes of other residents.

The Agent for the Landlord stated that the landlord served the Notice to End Tenancy because the Tenant did not respond to their request to remove the surveillance camera within 24 hours. She stated that the Landlord does not object to the security camera being pointed at the Tenant's property but they have received complaints from other residents that the camera is pointed in the direction of their homes. She stated that when she lived near the Tenant he had the camera pointed at her living room. She stated that the Landlord does not intend to enforce the Notice to End Tenancy providing the surveillance camera remains permanently directed at the Tenant's personal property.

The Landlord submitted copies of letter from other occupants of the rental unit which corroborate the Agent for the Landlord's testimony that the surveillance camera is bothering other occupants.

The Tenant stated that in 2011 a former agent for the Landlord stood outside his rental unit and asked him to come out of his trailer to fight. He stated that he did not come out of his trailer and the former agent left. The Tenant believes the former agent was mad at him because the former agent believed the Tenant was partially responsible for him losing his job as an agent for the Landlord.

The Tenant stated that on January 13, 2012 the Respondent telephoned him and threatened to end the tenancy as a result of the aforementioned altercation between the Tenant and the former agent for the Landlord. He stated that he became so angry after that conversation that he ripped his telephone out of the wall.

The Tenant stated that on August 01, 2010 he was collecting signatures in the manufactured home park to support arbitration when a friend of the former agent for the Landlord pushed him.

The Tenant stated that he feels harassed because he was not served with a "boil water advisory" until one day after the rest of the occupants of the manufactured home park were notified. The Agent for the Landlord stated that the notice was served a day later because the Tenant has asked the managers not to enter the site; because the Tenant keeps his dog in a fenced area beside his front door, which makes it impossible to access the front door if the dog is outside; and they had to wait until they saw the Tenant so it could be personally served to him.

The Tenant agreed that it would be difficult to post a notice on his door but he does not understand why the notice could not have been posted to the front wall of his manufactured home. The Agent for the Landlord stated that the Tenant has not informed the Landlord that notices could be posted in this manner and she agrees that notices will be posted in this manner in the future.

The Tenant stated that the Respondent is harassing him by spreading rumours about him. He stated that he believes the Respondent is spreading rumours about him because some other occupants are now complaining about his behaviour. He provided no evidence to corroborate this concern. The Agent for the Landlord emphatically denies this allegation.

The Tenant stated that he believes other occupants of the manufactured home park are harassing him by writing letters of complaint.

In the Application for Dispute Resolution the Tenant declared that the Landlord harassed him by serving an Order of Possession. At the hearing the Tenant acknowledged that an Order of Possession has never been served.

The Tenant contends that he is being harassed by the Landlord in retaliation for filing complaints in 1999 regarding another dog in the manufactured home park.

The Tenant was not permitted to express his concerns regarding how the Respondent has harassed other occupants of the manufactured home park. Although he declared that he would like to represent other occupants who he believes are being harassed, he was clearly advised that the relationship between the Landlord and other tenants was not something that would be considered in these proceedings.

Analysis

Section 23(f) of the *Manufactured Home Park Tenancy Act (Act)* stipulates that a landlord has the right to enter a manufactured home park site for the purposes of collecting rent or serving a document related to the tenancy. I find no reason to restrict the Landlord's ability to access the site for this reason.

For the sake of reducing any source of conflict between the Landlord and the Tenant, I hereby order the Landlord to strictly comply with section 23 of the *Act*. This means that the Landlord cannot access the rental unit for any other reason that serving a document related to the tenancy or for collecting rent unless one of the following applies:

- The Tenant gives permission at the time of the entry or not more than 30 days before to the entry
- At least 24 hours and not more than 30 days before the entry the Landlord gives the Tenant written notice which specifies a reasonable reason for entering the site and which provides the date and time of the entry, which must be between 8 a.m. and 9 p.m., unless the Tenant otherwise agrees

- The Tenant abandons the site
- An emergency exists and the entry is necessary to protect life or property.

I find that the Landlord has acted reasonably and responsibly when his agent(s) spoke with the Tenant regarding his dog. On the basis of the observations of the Agent for the Landlord and on her testimony that the Landlord has received complaints about the dog, I find that the Landlord had an obligation to express concerns about disturbances relating to the Tenant's dog and that it is reasonable and responsible to inform a Tenant that his tenancy could end if the dog disturbs other people. I do not consider this a form of harassment.

I find that the Respondent has the right and responsibility, as an Agent for the Landlord, to direct the Tenant to ensure that his dog does not disturb occupants. I find that there is insufficient evidence to show that the Respondent deliberately tried to frighten the Tenant's dog when he loaded a wheelbarrow into his truck and I can therefore not conclude that the Respondent harassed the Tenant when he told the Tenant to stop his dog from barking on June 12, 2012.

I find that the Landlord acted reasonably and responsibly when the Tenant was asked to remove his surveillance camera and when the Landlord served the Tenant with a Notice to End Tenancy after he did not comply with that request. On the basis of the testimony of the Agent for the Landlord and the letters that were submitted in evidence, I find that the Tenant's testimony that he has never pointed his surveillance camera at the homes of other residents lacks credibility. I do not consider this a form of harassment.

Although the effectiveness of the Notice to End Tenancy is not a matter that is before me at these proceedings, for the purposes of providing clarity to this tenancy, I note that I would likely end a tenancy if a tenant was bothering other tenants by directing a surveillance camera at their homes, particularly if he has not complied with a request to move it. Given that the Landlord has expressed a willingness to continue with this tenancy if the Tenant ensures that the surveillance camera is not directed at other tenant's property, the Tenant would be well advised to strictly comply with the directions provided to him by the Landlord in regard to this camera.

I find that the Landlord is not liable for the incident in 2011 involving the former agent for the Landlord in 2011. The Tenant testified that this altercation was connected to the former agent for the Landlord losing his position with the Landlord. I therefore find that he was not acting on behalf of the Landlord when this altercation occurred and the Landlord cannot be held responsible for the former agent's actions during this altercation.

I cannot conclude that the Respondent harassed the Tenant on January 13, 2012 when he telephoned him to discuss the altercation between the tenant and the former agent for the Landlord. In reaching this conclusion I was heavily influenced by the Tenant's inability to provide specific details of the conversation, with the exception that he was

threatened with eviction. I find that the Respondent acted reasonably when he investigated this incident and that it would not be unreasonable for a representative of the Landlord to advise a party that is involved in an altercation that disturbances such as this could result in the end of a tenancy. I note that there is no evidence the Landlord did attempt to end the tenancy as a result of this incident, and I simply cannot conclude that the Respondent was acting inappropriately.

I find that the Landlord is not liable for the incident on August 01, 2010 when a friend of the former agent for the Landlord allegedly pushed the Tenant. In the absence of evidence that shows the friend was acting on behalf of the Landlord or that the Landlord did not take appropriate action to ensure that the incident was not repeated, I find that the Landlord cannot be held responsible for this individual's behaviour on that date.

While I accept that the Tenant was served with a notice regarding the quality of the water one day later than the rest of the occupants of the manufactured home park, I cannot conclude that the delay was intended to harass. Rather, I find there were logistical concerns about delivering this notice which were created, in part, by the Tenant's request that the Landlord not access the site and his decision to keep his dog in a fenced area that discourages people from accessing his front door. I find that the Landlord now has the Tenant's permission to post notices on the front of his manufactured home; that the Landlord now has the ability to serve notices without endangering the safety of the person posting the notice; that the Landlord now has the ability to serve notices without unreasonable delay; and that the Tenant now has a responsibility to check the front of his manufactured home on a regular basis to ensure he receives notices that are posted there.

I find that the Tenant has submitted no evidence to corroborate his suspicion that the Respondent is spreading rumours about him. I find the Tenant's belief that other occupants of the manufactured home park are complaining about him as a result of these rumours is pure conjecture, as it is entirely possible that other occupants of the manufactured home park are complaining about the Tenant because of their own observations and concerns.

I find that the Tenant has submitted no evidence to show that the other occupants are harassing him by sending letters to the Landlord. Without evidence to establish that the letters of complaint being submitted to the Landlord are without merit, I cannot conclude that they are being written with the intent to harass the Tenant.

As the Tenant has failed to establish that he is being harassed by the Landlord, I have placed no weight on his belief that the harassment stems from complaints he made in 1999.

Conclusion

I find that the Tenant has failed to establish that the Landlord has breached his right to the quiet enjoyment of his rental unit and I therefore dismiss his application for

compensation. I find that the Tenant's application has been without merit and I dismiss his application to recover the fee for filing this Application for Dispute Resolution.

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: March 04, 2013

Residential Tenancy Branch

