



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sea Breeze Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O Other, FF

Introduction

This hearing was convened in response to an application filed by the tenants seeking an Order to be allowed to park their RV in their drive-way and for recovery of the filing fee paid for this application.

Both parties appeared and gave evidence under oath.

Issue(s) to be Decided

Should the tenants be allowed to park their RV as requested?

Background and Evidence

The tenants say the landlord advised them that they are not allowed to park their RV in the parking area located next to their mobile home. The tenants do not have a written tenancy agreement however they say they have a verbal agreement that allows them to park their mobile home as they are requesting. By way of proof of the verbal agreement the tenants submitted an email from their realtor who was involved with their purchase and who states that when the tenants were shopping for a mobile home park a critical issue for them was the ability to park an RV. The realtor states that the park manager confirmed that this was “not a problem”. The tenants state that even though the park rules may have changed with respect to the parking of RVs there are minutes from a meeting in which the manager agreed that anyone who lived in the park prior to the change in rules could abide by the rules as they were when they moved in. The tenant submitted the subject minutes. Item 4 states in part:

ARBITRATION; A tenant who moved into the park before the new rules were applied was personally authorized by the previous site manager to keep his RV

on his lot. He has now been told that the new rules apply to him and he must move is (sic) RV. At a previous meeting HC, in explaining the rules, stated that anyone who had lived in the Park before the present rules were applied, could abide by the rules as they were when they moved in. Since the Site Manager has capriciously severed communication with the Board, and explanation or communication on this issue is NOT possible, the Tenant has been forced into legally binding ARBITRATION.

(reproduced as written)

The landlord responded that park rules do not allow the tenants to park their RV in the location they wish to park. However the tenants have been allowed to park their RV in another location provided free of charge by the landlord. The landlord says the tenants have parked their RV in this location for a year now and except for the break-in this matter has not been an issue.

The landlord also submitted that this matter is res judicata as the issue of RV parking has already been determined in a December rendered on October 26, 2012.

The tenants say that that the parking location provided is no longer appropriate because the location is not secure as their RV was broken into causing several thousands of dollars in damage. The tenants argue that while the landlord may be able to change park rules they cannot change the rules that were in place at the time this tenancy began and they cannot change a material term of a tenancy agreement.

Analysis

Under the *Manufactured Home Park Tenancy Act* a landlord may establish, change or repeal rules governing the operation of the park. However, park rules do not change a material term of a tenancy. With respect to the tenant's argument that the ability to park their RV next to their home is a material term, a material term is a term that **the parties both agree** is so important that the most trivial breach of that term gives the other party the right to end the agreement. In this case the parties have not presented a written tenancy agreement therefore it is difficult to determine the agreements made. The evidence presented at this hearing is that the landlord does supply parking although not next to the tenants' mobile home yet I find that there has been insufficient evidence to show that there was an agreement, which was a material term that the tenants would be allowed to park an RV next to their home.

The tenants' application is therefore dismissed.

Conclusion

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, 2013

Residential Tenancy Branch