



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Glacier Projects Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF, MNDC, O

Introduction

This is an application filed by the Tenant for an order to cancel a notice to end tenancy issued for cause, recovery of the filing fee, a monetary claim for damages and an order for the Landlord to comply with the Act, regulations or tenancy agreement.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the submitted documentary evidence, I am satisfied that both parties have been properly served.

The Tenant clarified at the beginning of the hearing that she was not served with a 1 month notice to end tenancy issued for cause, but that she was shown an unsigned copy provided by the Landlord who stated that she could be served one if she breached the terms of the tenancy agreement. The Landlord has confirmed this in his direct testimony. As such, no further action is required for this portion of the application as a notice in the proper form was not issued by the Landlord.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to an order for the Landlord to comply with the Act?

Background and Evidence

The Tenant seeks an order for the Landlord to comply with S.13 of the Act by providing the Tenant with a copy of a signed tenancy agreement, a monetary claim of \$5,000.00 for the Landlord's breach of S.13 and S.40 of the Act, an order that Rule 6 of the Mount

View Park Rules is not valid and unenforceable. The Landlord disputes the claims filed by the Tenant.

The Tenant clarified in her direct testimony that she has a signed copy of the tenancy agreement. The Landlord's Counsel states that there has been no breach of S.13 of the Act as the Tenant has confirmed in her direct testimony that she is in possession of a signed copy of the tenancy agreement.

The Tenant seeks a monetary claim of \$5,000.00 for the stress caused by the Landlord's actions in breaching S.13 and S.40 of the Act. The Landlord disputes this stating that there have been no breaches as the Tenant has confirmed in her direct testimony that she is in possession of a signed copy of the tenancy agreement and that the Landlord did not serve her with a 1 month notice to end tenancy. The Tenant stated in her direct testimony that this monetary claim is not based upon any losses/expenses suffered and that it is an arbitrary amount selected as this amount is based upon the allowed amount based upon the application fee. The Landlord also disputes that S.40 has not been breached as no 1 month notice to end tenancy was issued by the Landlord and served upon the Tenant.

The Tenant also seeks a finding that Rule 6 of the Mount View Park Rules is not valid and/or enforceable because:

- The Tenant's Tenancy Agreement does not prohibit the keeping of a dog and must be construed as allowing a pet to be kept.
- The rule contravenes S.32 (3) of the MH Regulations in that the rule does not apply to all tenants in a fair manner. Some unit owners have pets, other do not.
- While the Act authorizes the Landlord to prohibit pets in a tenancy agreement, Regulation 30 does not authorize a park rule to be made that prohibits the keeping of pets.

The Landlord argues that the Tenant's signed Tenancy Agreement prohibits the keeping of a pet without prior written approval of the Park Owner. As well, on page 5 of the Agreement, Paragraph 17 "Additional Terms" indicate that a 2 page addendum with 15 additional terms is included in the Agreement which were signed by the Tenant on July 7, 2010. The Landlord states that Rule 6 of the Mount View MH Park Tenant Regulations states, "No pets of any kind are to be allowed in the park without written permission of the Operator. All Dogs and cats that are brought in the park by visitors must be kept on a lease at all times." The Landlord states that there are 3 dogs in the park owned by Tenants with written permission/exemption from this rule. The Landlord states that these were unusual exemptions in one case to allow for the sale of the home. The Landlord confirms that the Tenant brought a puppy into the unit on

September 7, 2013 and that the Landlord issued a notice dated September 8, 2013 requesting the removal of the puppy within 2 weeks. The notice states, "No pets of any kind are to be allowed in the park without written permission of the operator." "When you signed a copy [signed copy enclosed] of these regulations on the seventh of July 2010 you acknowledged that you had read the regulations and that you agreed to abide by them for the duration of your tenure in the Mobile home Park." The Tenant also states that she removed the puppy from the premises on September 9, 2013 and then received a notice that the Tenant had not complied with the notice on September 10, 2013. The Tenant acknowledged in her direct testimony that she did sign the agreement.

Analysis

I find based upon the undisputed testimony of both the Tenant and the Landlord that as the Tenant does have a copy of the signed tenancy agreement that no breach has occurred. As such, the Tenant's application is dismissed.

Based upon the evidence submitted by both parties, the Tenant has failed to establish that S.13 and S.40 of the Act has been breached. The Tenant confirmed that she is in possession of a signed copy of the tenancy agreement and that the Tenant was not served with a 1 month notice to end tenancy issued for cause. As such, no breach has been established by the Tenant. Further the Tenant has not provided any relevant details of the monetary compensation sought as the Tenant has not provided any details of loss or that the Landlord was responsible for any losses. The Tenant has also failed to provide sufficient details of an actual amount sought other than to state that the claim is an arbitrary amount based upon the allowed limit after filing an application for dispute. The Tenant's claim is dismissed.

The Tenant seeks a finding that Rule 6 of the Park Rules be found invalid and/or unenforceable. Based upon the evidence of both parties, I find that Rule 6 is being applied to all occupants of the park. "No pets of any kind are to be allowed in the park without written permission of the operator." It is clear based upon the Tenant's evidence that written permission was not gained by the operator and that the Tenant obtained a puppy prior to making this request for permission. It is also clear that the Tenant entered into the signed agreement on July 7, 2010 based upon the signed agreement. The Tenant has failed to provide sufficient evidence that Rule 6 of the Mount View Park Rules does not apply to all occupants by requiring written permission of the operator.

Conclusion

The Tenant's Application is dismissed.

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

Dated: November 5, 2013

Residential Tenancy Branch

