



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRISPENBAYS MANUFACTURE HOME AND PARK BRIDGE LIFESTYLE COMMUNITIES INC.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking an order to force the landlord to comply with the Act and tenancy agreement.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the tenant entitled to an order to force the landlord to comply with the Act and agreement?

Background and Evidence

The tenancy began in 2007 and the rent is \$836.52 plus storage fees.

The tenant complained the landlord repeatedly harassed the tenant by issuing caution notices and threatening to tow his vehicle for parking his RV on the roadway near his manufactured home park site while loading it and unloading it.

The tenant's position was that:

- A paragraph in the park rules permits this activity,
- The tenant was verbally assured when the tenancy was negotiated that he could park on the road for the purpose of unloading his RV,
- Other renters were doing this and not being sanctioned in the same way,
- No hazard is being created as the roadway is sufficiently wide,

- Having a vehicle parked at the side of the road is encouraged by municipal bylaws because it actually inhibits speeding traffic,
- Being required to load and unload the RV from the storage compound is inconvenient and exposes the tenant to risk.

The tenant testified that, during his tenancy, he has felt that he was being persecuted and disrespected by landlord's agents in the past.

The landlord stated that the tenant has misinterpreted the paragraph in question and pointed out that the excerpt that the tenant is apparently relying on only applies to RV that are actually *parked on the manufactured home site* for up to 24 hours. The landlord testified that it does not apply to parking any vehicle on the roadway. The landlord also pointed out that there are other paragraphs in the park rules that specifically prohibit parking on the road, except for service vehicles. The landlord submitted copies of the relevant rules and an analysis of the interpretation.

The landlord also gave testimony clarifying that:

- Other violators are being dealt with by the landlord on a consistent basis,
- Parking on the roadway genuinely does inhibit emergency vehicles,
- Municipal policies are not relevant to private roads, and
- The vehicle storage compound is nearby and secure.

The landlord stated that, regardless of how the tenant felt he was treated by previous staff in the past, they make it a practice to be respectful in dealing with their renters.

The landlord stated that, notwithstanding the paragraphs prohibiting road-side parking, there is a two-hour permit available for people who need to use the roadway for special circumstances. The landlord felt that this could be used to accommodate the tenant's needs.

Analysis

Based on the evidence before me, I find that the landlord's interpretation of the park rules with respect to prohibiting parking on the road side, is accurate.

A mediated discussion ensued and the parties successfully reached a mutual agreement that they felt would address the tenant's concerns. The tenant will be entitled to request a 2-hour permit which will allow the tenant, on approval of the landlord, to utilize the roadway for a limited amount of time in order to load and unload the RV.

Conclusion

The tenant's application was resolved through a mediated discussion leading to a mutual agreement between the parties.

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: January 30, 2014

Residential Tenancy Branch

