



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TIMBERLANDS MOBILE PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, O

Introduction

This hearing was convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought a Monetary Order in the amount of \$5,100.00 representing a year's worth of her manufactured home park pad rental as well as an Order, pursuant to section 63 of the Act, limiting the Landlord's right to enter the manufactured home site

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Tenant entitled to Monetary compensation from the Landlord?

Is the Tenant entitled to an Order limiting the Landlord's right to enter the manufactured home site?

Background and Evidence

TENANT'S EVIDENCE

The Tenant testified that she is seeking \$5,100.00 representing a year's worth of her manufactured home park pad rental. She testified that the basis of her claim is that she

and her husband feel harassed and forced to move as a consequence of the Landlord's behaviour, and they wish to have their pad rental paid by the Landlord until they are able to sell their manufactured home. The Tenant submitted an undated letter setting out her claim in addition to testifying that the basis of her claim was that the Landlord has harassed her and her husband as follows:

1. The Landlord has entered her manufactured home site without 24 hours-notice.
2. The Landlord has handed her letters, but does not explain what is contained in the letter.
3. The Landlord has taken photos of her vehicles as well as photos of her guests' vehicles.
4. The Landlord has not allowed her to build a fence.

The Tenant testified that she and her husband feel forced to move to a nearby city as a result of the Landlord's alleged harassment. She submitted that the pad rent at the manufactured home site should be paid by the Landlord, as she and her husband will be required to pay rent in the nearby city while they wait for their manufactured home to sell.

The Tenant confirmed that the manufactured home is not currently listed for sale on the MLS, although she recently put a "For Sale" sign in the window.

The Tenant further confirmed that she works in the nearby city and has done so for approximately four and a half years. Additionally, she testified that her children also go to school in the nearby city and have done so for approximately two years.

The Tenant confirmed that she did not tend to the requested clean up of her manufactured home site until three months after the Landlord requested she do so.

LANDLORD'S EVIDENCE

The Landlord testified that the manager has not harassed the Tenant, but instead has been performing his reasonable duties as manufactured home park manager. The Landlord stated that each time the manager has attended the Tenant's manufactured home site, it was to provide her with written notice of the Landlord's expectation that the Tenant clean up the yard and exterior of her site.

In support, the Landlord submitted in evidence the following:

- A letter from the Landlord to the Tenant, dated September 9, 2013, and wherein the Landlord notes the letter is the second official notice regarding the Landlord's expectation that the Tenant clean up the lawn and exterior of their home. The Landlord notes in the letter that this work is to be done within 15 business days or the Landlord will complete the work and seek reimbursement of the cost as well as a 10% administration fee.
- A letter from the Landlord to the Tenant, dated June 6, 2014, and wherein the Landlord notes the letter is the third and final notice and in which the Landlord demands the work be cleaned up by June 16, 2014.
- A letter from the Landlord to the Tenant, dated July 22, 2014, and wherein the Landlord references the June 6, 2014 and confirms a site visit occurred on July 20, 2014. Again the Landlord reminds the Tenant of the possibility that the Landlord will attend to the required work, seek reimbursement of the related cost as well as a 10% administration fee.
- A letter from the Landlord to the Tenant, dated July 30, 2014, and wherein the Landlord reiterates the information contained in the June 6, 2014 letter, as well as noting that the manager was "verbally attacked by a resident of [the Tenant's] home". The Landlord references clause 7(d) of the park rules which prohibits abusive or offensive language. Finally, the Landlord notes that a breach of the park rules will be considered a breach of a material term of the Tenancy Agreement and may result in a Notice to End Tenancy.
- A letter from the Landlord to the Tenant, dated August 19, 2014, and wherein the Landlord writes that the Tenant has 24 hours to complete the work. The letter also confirms that the Tenant has been provided four written notices.
- Photos of vehicles parked in front of the Tenant's manufactured home and which depict the exterior condition of the home as well as three vehicles.
- The Park Rules (Family Park), which include the following clauses:
 - ...
 - 1 (g) Site Maintenance: sites which are not properly and attractively maintained by the tenant will, after written notice, have the necessary work performed by the Landlord at the tenant's expense.
 - ...

6 (c) Only two (2) licensed vehicles shall be permitted per site.

...

7(d) Abusive or offensive language is also prohibited in the Park.

- Manufactured Home Site Tenancy Agreement dated April 4, 2011 and confirming the tenancy began April 4, 2011 and pad rent of \$400.00 per month.

Analysis

The essence of the Tenant's claim is that the Landlord has breached her right to quiet enjoyment by virtue of the manager's alleged harassing behaviour.

Section 22 of the Act provides as follows:

Protection of tenant's right to quiet enjoyment

22 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the manufactured home site subject only to the landlord's right to enter the manufactured home site in accordance with section 23 [*landlord's right to enter manufactured home site restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Section 23 of the Act provides as follows:

Landlord's right to enter manufactured home site restricted

23 A landlord must not enter a manufactured home site that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord has an order of the director authorizing the entry;

(d) the tenant has abandoned the site;

(e) an emergency exists and the entry is necessary to protect life or property;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under this Act must be given or served.

Section 32 of the Act authorizes the establishment of park rules in manufactured home parks. Rule 1 (g) *Site Maintenance*, in the subject manufactured home park, requires the Landlord to give the Tenant *written notice* of the Landlord's demand that a tenant maintain their site, as well as the consequence of non-compliance. Accordingly, I find that the manager's attendance at the Tenant's site, to serve notice of infringement of the Park Rules, to be a permitted entry under section 23(f) of the Act. In any case, I find this to be a reasonable interference.

I find that the behaviour complained about, namely the manager delivering letters to the Tenant's without providing the Tenant a synopsis of the letters, in addition to taking photos of the Tenant's site, to be reasonable and not an infringement of the Tenant's right to reasonable privacy and freedom from unreasonable disturbance. The content of the letters speak for themselves, and confirm the manager was attempting to address the Tenant's breach of the Tenancy Agreement; specifically, the unacceptable condition of the Tenant's lawn and home exterior, the excess vehicles and abusive language.

Further, I find that the manager's photo taking of the exterior of the Tenant's site and excess vehicles to be in accordance with the manager's duties to ensure Tenant's comply with their Tenancy Agreements and the Park Rules.

The Landlord confirmed that fencing at the front of the manufactured home site is not permitted for any tenants, and as such, I find the Landlord's unwillingness to allow the Tenant to build a fence yard to be reasonable, and not indicative of harassment.

In sum, I find that the Tenant has failed to establish that the Landlord has breached the Tenant's entitlement to quiet enjoyment.

I find that the Tenant's decision to move to the nearby city is motivated more by personal choice and convenience rather than a consequence of any alleged wrongdoing by the manager or Landlord. Consequently, the Tenant's application for monetary compensation equivalent to a year's pad rental is dismissed.

Conclusion

The Tenant failed to establish that the Landlord has breached the Tenant's entitlement to quiet enjoyment; consequently, the Tenant's application for monetary compensation equivalent to a year's pad rental 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 *Residential Tenancy Act*.

Dated: October 10, 2014

Residential Tenancy Branch

