



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing was convened in response to an application by the tenant for the landlord to comply with the Act in respect to Section 20 and 22 of the *Manufactured Home Park Tenancy Act (the Act)*. The tenant abandoned the balance of their other requests on application: allowing them to assign or sublet. The tenant testified the respondents of this matter are fractional owners of the manufactured home park. The landlord did not attend the conference call hearing.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 82 of the Act the landlord did not participate in the conference call hearing. The tenant provided proof of registered mail service indicating that the landlord failed to pick up the mail which was returned to the tenant. The tenant testified that they subsequently hand-delivered all of their evidence to the landlord.

The tenant was given full opportunity to be heard, present all relevant evidence and relevant testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing the tenant acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Should the landlord be Ordered to comply with the Act?

Background and Evidence

The tenant provided a copy of the tenancy agreement for the site of the manufactured home indicating the tenancy began on October 01, 2011. The tenant claims that from the outset of the tenancy the landlord has not provided receipts for rent they paid in cash. The tenant provided evidence they requested the landlord via a letter in July 2015 to provided receipts for "all rent paid from October 2011 to date", to no avail to date. The tenant seeks for the landlord to provide a receipt in this respect.

The tenant claims that during their tenancy they have received threats, derogatory comments and behaviours by other tenants, and the tenant seeks for the landlord to put a halt to this conduct. The tenant also provided that other tenants are causing a disturbance to their privacy by some of their behaviour - of which the tenant claims they informed the landlord but have, until lately, been largely ignored, although some aspects have improved. The tenant provided a series of photographs claimed to depict behaviours impacting on the tenant's quiet enjoyment. Amongst the issues for the tenant is a neighbouring tenant who has reportedly been working on their manufactured home since May 2015 at, "all hours of the day and night", without consulting the tenant as to noise other disruption to the tenant's privacy. The tenant also testified of an adjacent tenant and their early morning comings and goings - also disturbing the tenant. The tenant also described other behaviours they have found intrusive and have been a disturbance to their quiet enjoyment.

Analysis

Section 20 of the *Manufactured Home Park Tenancy Act*, in relevant part, states as follows;

Rules about payment and non-payment of rent

20 (2) A landlord must provide a tenant with a receipt for rent paid in cash.

I find that the tenant is entitled to a receipt for rent paid in cash and on its written request to the landlord it has not occur since their written request. As result, **I Order** the landlord to comply with Section 20(2) of the Act and provide the tenant with receipts, or a receipt, for all rent paid in cash since the outset of the tenancy by December 15, 2015.

Section 22 of the *Manufactured Home Park Tenancy Act*, in relevant part, states as follows;

Protection of tenant's right to quiet enjoyment

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

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;

Residential Tenancy Policy Guideline #6 dealing with loss of quiet enjoyment, in relevant part, includes the following:

This guideline deals with a tenant's entitlement to quiet enjoyment of the property that is the subject of a tenancy agreement. At common law, the covenant of quiet enjoyment "promis(es) that the tenant . . . shall enjoy the possession and use of the premises in peace and without disturbance. In connection with the landlord-tenant relationship, the covenant of quiet enjoyment protects the tenant's right to freedom from serious

interferences with his or her tenancy.” Every tenancy agreement contains an implied covenant of quiet enjoyment.

Substantial interference that would give sufficient cause to warrant the tenant leaving the rented premises would constitute a breach of the covenant of quiet enjoyment, where such a result was either intended or reasonably foreseeable.

A tenant may file a claim for damages if a landlord either engages in such conduct, or fails to take reasonable steps to prevent such conduct by employees or other tenants. A landlord would not normally be held responsible for the actions of other tenants unless notified that a problem exists, although it may be sufficient to show proof that the landlord was aware of a problem and failed to take reasonable steps to correct it.

While I accept the tenant’s testimony other occupants of the home park have been disturbing the tenant and the landlord seems to be ignoring the behaviour, I find I have not been provided sufficient evidence the landlord has received written notice from the tenant of behaviour the tenant finds unreasonable and which is disturbing their quiet enjoyment, and requesting the landlord to take steps to abate the disturbance. As a result, **I dismiss** this portion of the tenant’s application, *with leave to reapply*.

It must be noted a landlord has a duty to take what reasonable steps are available toward securing the right of all tenants to freedom from unreasonable disturbances. It must further be noted that if a landlord fails to act, it may be available to a tenant to file a claim for damages and compensation if they can prove the landlord did not take reasonable steps toward this obligation.

Conclusion

The landlord has been **Ordered** to comply with the Act and provide a receipt for rent paid in cash.

The balance of the tenant’s claim **is dismissed**, *with leave to reapply*.

This Decision is final and binding on both 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 Manufactured Home Park Tenancy Act.

Dated: November 04, 2015

Residential Tenancy Branch

