



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shady Maples Ventures Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

MNDC OLC

### Introduction

This hearing dealt with the tenant's application for monetary compensation and an order that the landlord comply with the Act, regulation or tenancy agreement.

The hearing first convened on August 10, 2015. The tenant gave affirmed testimony and presented her evidence. The landlord asked questions of the tenant and made submissions regarding their response to the tenant's application, but before the landlord could call their witnesses, the allotted time for the hearing was reached. I therefore adjourned the hearing.

The hearing reconvened on October 26, 2015. The tenant, the tenant's advocate, counsel for the landlord and the landlord's two witnesses participated in the teleconference hearing on that date.

No issues arose on either date regarding the evidence submitted. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?  
Should I order the landlord to comply with the Act?

### Background and Evidence

The tenancy began on June 9, 2015. The tenant rents a pad in a mobile home park. Under a term of the tenancy agreement the tenant must maintain the pad, adjacent grounds and trailer in reasonable repair and condition, and the landlord may require the tenant to remove anything that the landlord on reasonable grounds believes to be a hindrance to other residents of the park. Under the park rules the landlord may remove any tree or shrub on the rental site or in the

park. Under terms of the Act and the tenancy agreement, the landlord must provide the tenant with quiet enjoyment of her rental property, free from unreasonable disturbance.

On May 22, 2015 the park managers, SC and CM, verbally informed the tenant that on May 27, 2015 the neighbour occupying the site beside the tenant, WS, would be having external work done on his home. They informed the tenant that the contractor would need access to the side of WS's home that is adjacent to the tenant's home, and they requested that the tenant move some of her potted plants that were blocking access.

On May 26, 2015 the park managers sent the tenant a written reminder of the work that would be done the next day, and they asked the tenant to move any potted plants or other personal items away from the side of WS's home to avoid damage to the items. The managers also offered to assist the tenant in moving the potted plants.

On May 27, 2015 the contractor attended at the neighbour's home to replace the window. The contractor moved some of the tenant's plants and removed a rose bush that had been planted in the ground on the tenant's rental site prior to her occupation.

#### *Tenant's Claim*

The tenant stated that her next-door neighbour, WS, was harassing her, and it appeared that there was no end in sight. The tenant stated that she wrote letters to the landlord but they did not respond in any way. The tenant stated that the landlord's inaction despite WS's ongoing harassment has resulted in a loss of her quiet enjoyment.

The tenant stated that when the park managers, SC and CM, came to speak to her on May 22, 2015, they were very imposing, and the tenant felt intimidated when they told her that her plants were unauthorized.

The tenant stated that on May 27, 2015 WS "boldly destroyed" all of her plants on his side, by chopping, uprooting and discarding plants. The tenant stated that she was "truly devastated" and the incident her heart problem.

The tenant has claimed \$2,000.00 for loss of quiet enjoyment and \$500.00 for the labour and supplies to replace her plants that were destroyed on May 27, 2015.

#### *Landlord's Response*

The landlord denied breaching the tenant's right to quiet enjoyment. The landlord stated that they did everything they could to diffuse the antagonism between the tenant and WS, including stepping in and telling WS to leave the tenant alone.

The landlord denied harassing the tenant at any time. The landlord stated that on May 22, 2015, when they asked her to move her plants to allow the contractor to access WS's unit, the tenant

refused, and said there was enough room. The landlord stated that the tenant then got upset and “screamed and screamed.” The landlord stated that they tried to get the tenant to calm down and called 911 for an ambulance because they were concerned about the tenant’s heart. The landlord also pointed to their letter of May 26, 2015, where they offered to help move the tenant’s plants. The landlord stated that the tenant’s default position is to refuse to do what the landlord asks, and then claims that the landlord is harassing her.

The landlord stated that they constantly advised the tenant about her plants, which were unauthorized and blocking access to WS’s unit. The landlord stated that the rose bush on the tenant’s site belonged to the landlord, not the tenant. The landlord submitted that any damage or loss of the tenant’s plants was done by WS’s contractor, so the tenant can only claim for those losses from WS, not the landlord. The landlord submitted that the tenant did not provide receipts or other evidence of the cost of these losses.

### Analysis

I find that the tenant is not entitled to compensation. The tenant did not provide sufficient evidence to clearly establish that the landlord breached the tenant’s quiet enjoyment by failing to deal appropriately with conflict between the tenant and WS. The tenant did not provide sufficient evidence to establish that the landlord has been “harassing” the tenant. In fact, the evidence suggests that the tenant has failed to comply with the tenancy agreement and the park rules, such that the landlord could have issued warning letters or a notice to end tenancy.

I find that any action for compensation of damage to the tenant’s plants is only actionable against WS, not the landlord. Further, the rose bush belonged to the landlord, and it was open to the landlord to have it removed.

### Conclusion

The tenant’s application is dismissed in its entirety.

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 13, 2015

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Residential Tenancy Branch

