



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, FF, O

### Preliminary matters

At the start of the conference call the Tenants said they are not looking for monetary compensation so they are withdrawing the monetary claim on the application for loss or damage in the amount of \$25,000.00.

### Introduction

This matter dealt with an application by the Tenants for the Landlords to comply with the Act, regulations and tenancy agreement, to recover the filing fee and for other considerations.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the "hearing package") by registered mail on July 23, 2016. The Tenant submitted copies of a postal receipt and tracking information to support the service of the documents. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Has the Landlords complied with the Act, regulations and tenancy agreement?
2. What other considerations are there?

### Background and Evidence

This tenancy started in November, 2002 as a month to month tenancy. Rent is \$406.00 per month payable in advance of the 1<sup>st</sup> day of each month.

The Tenant said the Landlord has not talked to them about problems in the Park and now the Landlord has sent them a number of letters and notices that the Tenants believe to be wrong and they feel the Landlord is harassing them.

There are four incidents that have happened to the Tenants that made them make this application. The Tenants said if the Landlord had only talked to them these incidents

may not have happened. Instead the Tenant said the Landlord wrote warning letter and notices to them. The Incidents are as follows:

- 1.) The Landlord received complaints about someone taking pictures of the other tenants in the Park and the Tenants believe the Landlord blamed the male Tenant. The male Tenant said he has not taken any pictures of the neighbor Ms. B. and he has not taken pictures of any other tenants or occupants. The male Tenant said he uses a tablet device but he has not taken pictures with it. Further the male Tenant said after the Landlord called the Police the Police looked at his tablet and found no pictures on it. The male Tenant said he uses the tablet for gaming.
- 2.) The female tenant said the second incident was regarding her son's car that was parked in their site for three days. The female Tenant said their son was in poor health and they were selling the car for him. The female Tenant said she felt harassed by the Landlord when the Landlord sent out a letter regarding the number of cars and licensing requirements in the Park Rules to the Tenants.
- 3.) The third incident involved the neighbor Ms. B who wanted to build a fence between the neighbor and the Tenants. The Tenant said they did not agree to allow the fence to be attached to their home as it would cut off their second fire escape route. The Tenant said they felt intimidated by the neighbor and the Landlord about this incident.
- 4.) The fourth incident was caused by the Tenants removing a planter that was partially on their site and partially on the neighbor's (Ms. B.) site. The female Tenant said the planter was old and rotten and they removed it and replaced it with a new planter. The female Tenant said again the Landlord wrote them a harsh letter and threatened to evict them from the Park.

For these reasons the Tenants said they feel they have been harassed by the Landlord and they are afraid to go around the Manufactured Home Park without having an incident with the Landlord. The female Tenant said they just want to live in peace in the Park and enjoy their home.

The Landlord said there have been incidents with these Tenants but the Landlord has handled each incident properly and within the Park Rules. The Landlord addressed each incident as follows:

- 1.) The Landlord said there was a complaint about someone taking pictures of people in the Park so the Landlord sent out a letter asking people not to take unwanted pictures of people and to forward any complaints in writing to the Landlord. The Landlord said she did not know who was taking pictures or if pictures were being taken but she issued a letter with no names on it. The Landlord said the picture taking complaints stopped after the letter was issued.
- 2.) The Landlord said they did issue a letter to the Tenants about the number of cars and licensing requirements of any vehicles in the Park Rules. The Landlord said they did not request the car to be removed they only sent the Tenants a copy of the Park Rules regarding vehicles. The Landlord said the car was not an issue.

- 3.) The third incident resulted because the neighbor Ms. B. wanted to build a fence which may have encroached on the Tenants' site. The Landlord said she went to the sites and measured where the fence could be erected and that was the end of that issue.
- 4.) The fourth issue was caused by the Tenants because they entered the neighbor's site and removed the neighbor's property with her permission. The Landlord said the Tenants replaced the planter and this concluded that incident.

The Landlord said they have tried to handle all the incidents in writing as they believe the Tenants may be difficult to deal with. As well the Landlord said that she has told the neighbor Ms. B. that she cannot continue to create issues and problems with the Tenants.

The Landlord said she agrees with the Tenants that all they want is the Park to operate peacefully and for the tenants and landlords to get along.

The Arbitrator said it is the responsibility of all occupants of a manufactured Home Park to get along and respect each other. The Parties were given the opportunity to discuss their relationship and how to improve it moving forward. The Landlord apologized to the Tenant for any lack of communication and if the Landlord had offended the Tenants. The Tenants accepted the Landlords' apology. The Tenant apologised if they had done anything wrong. The Landlord accepted the Tenants apology. Both parties agreed they wanted the same thing "a peaceful place to live".

Further the Landlord said she would talk with the neighbor Ms. B. to try to get her to understand how to get along better with the Tenants.

### Analysis

**Section 55 of the Act says:** (1) the director has authority to determine

(a) disputes in relation to which the director has accepted an application for dispute resolution, and

(b) any matters related to that dispute that arise under this Act or a tenancy agreement.

(2) The director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this Act.

**(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.**

(4) The director may dismiss all or part of an application for dispute resolution if

- (a) there are no reasonable grounds for the application or part,
- (b) the application or part does not disclose a dispute that may be determined under this Part, or
- (c) the application or part is frivolous or an abuse of the dispute resolution process.

It is apparent that issues have arisen between the Tenants and the Landlords as well as the neighboring tenant Ms. B. It is the responsibility of all occupants in a Manufactured Home Park to follow the Park Rules, comply with the Act, regulations and tenancy agreement and respect other occupants in the Park. The Tenants have made this application for the Landlord to comply with the Act, regulations and tenancy agreement based on the lack of communications between the Landlord and the Tenant. The Tenant said if the Landlord had talked to them the incidents may not have happened. The Landlord has communicated to the Tenants by writing and this is an acceptable method of communications between a Landlord and a Tenant. As well I find that none of the written communications between the Landlords and the Tenants are inappropriate or constitute harassment. Consequently I find the Tenants have not established grounds to prove the Landlords have not complied with the Act, regulations or tenancy agreement. I dismiss the Tenants' application without leave to reapply.

Further I order the Tenant to bear the cost of the application fee of \$100.00 which they have already paid.

### Conclusion

The Tenants' application is dismissed without leave to reapply.

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: September 12, 2016

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Residential Tenancy Branch

