



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes cnc

Introduction

The tenant applies for resolution of a dispute in the tenancy at the above noted address, and requests an order cancelling a One Month Notice to End Tenancy, given for the following reasons:

- the tenant has not done required repairs of damage to the unit/site; and
- breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Both parties attended the hearing. The tenant had an advocate that attended and gave submissions. The tenant had two witnesses ready to testify about her dogs, but this testimony was not heard. I determined it was more appropriate to use the allotted hearing time to hear from the parties themselves, and in any event the testimony of the witnesses was to be supporting evidence, of facts that were not in dispute.

Issue(s) to be decided:

Should the Notice to End Tenancy be cancelled, or has the landlord established grounds to end this tenancy, and be issued an Order of Possession?

Background and Evidence

This tenancy began in 1999, and that current pad rent is \$356.50.

The landlord provided testimony and evidence which is summarized as follows:

- The tenant advised the landlord on or about October 11, 2016 that she had acquired two dogs that were less than 2 years old, and which had been born in the Park to a dog of another tenant. The tenant also advised she had a temporary fence installed to contain the dogs on her pad site.
- On October 21, 2016 the tenant was given written notice by the landlord that she was not permitted to keep two dogs, and was not allowed to install fencing without approval. The tenant was directed to remove at least one dog, and remove the fencing by November 21, 2016.
- On December 7, 2016, the tenant was given another written notice, which again directed the tenant to attend to several items, including the removal of the fencing (as well as brambles and brush) from her pad site. This notice also again directed the tenant to remove one of her dogs, by December 31, 2016.

- On December 29, 2016, the landlord issues a final notice to the tenant which set out the Park Rule F.1, prohibiting tenants from keeping any animal in the Park without express written approval of the landlord, and in any event limiting a tenant to a single small dog. The letter confirms that the tenant had met with the manager early in the previous month, who explained the Rules to the tenant with regard to fences and pets. The letter extended the date for the tenant to remove one dog and apply for the other to remain, to January 15, 2017. The letter advised that the tenancy would end if the tenant chose to ignore the notice.
- On February 21, 2017, the landlord served the tenant with the One Month Notice to End Tenancy.
- Over the course of this tenancy, the tenant has been provided with the Park Rules on 6 occasions.
- The “grandfathering” clause from former Rules provided that older, existing pets in the park that were already disclosed to the landlord could be kept until they died. Those former Rules also provided that only 1 dog was permitted.

The tenant’s relevant testimony and evidence, (and the submissions of her agent) are summarized as follows:

- The tenant adopted the dogs in February, 2015. At that time, the Rules contained a “grandfathering” clause, that allowed tenants to keep existing dogs even if the Rules no longer permitted them;
- She has never received the Park Rules, and first heard of Park Rules in 2015;
- If the landlord’s form to apply for a dog were fair, she would fill it out, but only if she could keep both dogs;
- The fence has recently been removed, and could not be removed earlier because of the snow.

Analysis

Park Rules are a common feature of every Manufactured Home Park. They are governed by section 32 of the Manufactured Home Park Tenancy Act, and by part 4 of the Manufactured Home Park Tenancy Regulation. I do not accept that the tenant never received or knew of the Park Rules. I prefer the landlord’s testimony that Park Rules are provided to all tenants, and were given to this tenant on 6 different occasions.

Furthermore, the tenant’s own evidence clarified she was aware of Park Rules in 2015. Furthermore, the various correspondence of the landlord always cited the Park Rules, and provided ample opportunity for the tenant to obtain a copy of the Rules, and to read the Rules.

In the present case, there were three critical issues that the tenant was required to deal with, in order to remain in compliance with the Rules. She was to remove the temporary fence she had erected, remove one of her dogs, and make a written application to keep

the other dog. The tenant knew or should have known throughout her refusal to accommodate these requests that her tenancy would be in jeopardy, as the landlord warned her about this on at least two occasions before serving the one month Notice to End Tenancy.

I find that the Park Rule restricting a tenant to a single small approved dog is clear and reasonable, and upon incorporation became a material term of this tenancy. This Rule does not conflict with the original tenancy agreement. The tenant's right to keep two dogs was never a grandfathered right, as submitted, given that these were not existing dogs of the tenant, but rather were dogs she adopted in 2015 as puppies.

I find the various notices by the landlord to the tenant gave ample opportunity to remove one of the dogs, and that the tenant's failure to abide by the requirement was a breach of a material term of the tenancy. I therefore must decline to cancel the One Month Notice, and the tenant's claim is dismissed.

Section 48 (1) of the Manufactured Home Park Tenancy Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. I have reviewed the form and content of the notice, and find it to be proper. Having dismissed the tenant's claim, all required conditions for an Order of Possession are met. Given the delay since the Notice was given until now, and as suggested by the landlord, I find it appropriate to grant an Order of Possession to the landlord, effective April 30, 2017.

Conclusion

The tenants' claim is dismissed. Pursuant to Section 48 of the Manufactured Home Park Tenancy Act, I issue an Order of Possession, effective April 30, 2017.

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: March 24, 2017

Residential Tenancy Branch