



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            O, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant. The details portion of the application states that the tenant seeks an order that the landlord allow the tenant to have a dog and cat because the landlord's refusal is unreasonable, and to recover the filing fee from the landlord for the cost of the application.

The landlord and the tenant attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other and make submissions. No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established that the landlord should be ordered to allow the tenant to have a cat and dog on the rental site?

### Background and Evidence

**The tenant** testified that this month-to-month tenancy began on February 16, 2009. The tenant still rents the manufactured home site, but has not always resided there. The tenant had rented the manufactured home, but has now moved back into it.

Rent in the amount of \$257.51 per month is payable on the 1<sup>st</sup> day of each month, and there are no rental arrears.

The tenant further testified that the Rules, provided for this hearing, specify that the tenant has to ask for written approval to have a pet. The tenant did so on June 29, 2017 and the landlord denied the request saying that other tenants didn't want pets. A copy of a string of emails has been provided wherein the tenant seeks permission to have a cat and a dog and the landlord's response. The landlord's response suggests 2 options of the tenant: 1. to apply to the Residential Tenancy Branch for a review of the denial, or 2. establish a park committee to

review and present an approved change by all of the residents. The tenant testified that the term in the Rules also states that the tenant has to keep a pet on a leash and clean up after them, and the landlord has approved cats before, so that should signify that the landlord ought to give the approval. The Rules attached to the tenancy agreement states in part:

“F. PETS

1. The pet population is controlled by the Landlord; no pet, dog or cat or any other mammal, bird, reptile, insect, or arachnid, may be brought into the community or acquired after occupancy commences without the prior written approval of the Landlord with the exception of non nuisance pets such as a reasonable number of fish or small caged hamsters.
2. Any approval of a pet must be kept on a leash in the community.
3. The Landlord may, at any time, withdraw approval of any pet of the residents. The landlord shall give notice for withdrawal of the pet and the pet in question shall be removed within thirty (30) days or a period of time specified by the Landlord.
4. It is the responsibility of the pet owner to clean up all mess, whether on his/her lot or any other area in the community, created by the pet.”

The tenant has a cat that is about a year old and a medium sized dog about 50 pounds. Both pets are currently staying with someone else and the tenant needs to retrieve them immediately, and does not have the time to establish a park committee.

**The landlord** testified that the Rules were created in about 1999 and the landlord gave a copy to each tenant. Each tenant signed the Rules and it became the standard. A new set of rules were made in 2011 which applies only to new tenants. The pet rule is the same in both situations.

In 2010 the community held a town-hall meeting attended by over 20 homes and another change to the Rules was discussed, including the pet rule. A show of hands showed that about ¾ of the tenants voted for no change to the pet rule. Some of the tenants at the meeting in 2010 have passed on and some have since moved. The landlord is open to the idea and suggests another town-hall meeting or that the tenant should initiate a park committee.

Analysis

The *Manufactured Home Park Tenancy Act* gives me the authority to order that a landlord or tenant comply with the *Act* or the tenancy agreement. There is nothing in the *Act* that provides that I may order a landlord to change a tenancy agreement, or any term of the tenancy agreement or Rules. The *Act* specifies that the tenants be given a copy of the tenancy agreement and park rules, in accordance with Section 32:

**Park rules**

- 32 (1) In accordance with the regulations, a park committee, or, if there is no park committee, the landlord may establish, change or repeal rules for governing the operation of the manufactured home park.
- (2) Rules referred to in subsection (1) must not be inconsistent with this Act or the regulations or any other enactment that applies to a manufactured home park.
- (3) Rules established in accordance with this section apply in the manufactured home park of the park committee or landlord, as applicable.
- (4) If a park rule established under this section is inconsistent or conflicts with a term in a tenancy agreement that was entered into before the rule was established, the park rule prevails to the extent of the inconsistency or conflict.

There is no evidence before that the landlord has done anything contrary to the *Act* or the tenancy agreement. Therefore, I am not satisfied that the tenant has established that the landlord should be ordered to change the Rules with respect to pets.

Since the tenant has not been successful with the application the tenant is not entitled to recovery of the filing fee.

### Conclusion

For the reasons set out above, the tenant's application is hereby 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 *Manufactured Home Park Tenancy Act*.

Dated: September 14, 2017

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Residential Tenancy Branch