



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy for cause served May 31, 2017 and for a monetary award for damages resulting from the tenants' act of discarding waste on the property and for unpaid storage fees.

The Notice in question was cancelled in an earlier proceeding (RTB file# 264657) and so the landlord's request for an order of possession is dismissed.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the landlord entitled to the costs related to removal of waste? To storage fees?

Background and Evidence

The manufactured home site is one of two on the landlord's semi-rural property. It would appear that site was originally intended as a recreational vehicle site, with hookups for short term RV use.

The tenancy started in July 2014. The tenancy is month to month at a rent of \$362.00. The tenants have two RV's on the property, connected by an enclosed structure.

The landlord lives in a home on the same property.

In the earlier decision it was found that the tenants had wrongfully disposed of a considerable amount of cat litter and some related garbage in plastic garbage bags half buried under trees at the edge of the site. The landlord attended to removal and disposal of the waste.

In November 2015 the parties signed a "Rental Agreement Supplement" to account for the additional items like cars and trailers that the tenants had brought onto the property since the start of the tenancy.

In the original tenancy agreement the parties had agreed the tenants would have parking for two trailers, a motorhome and two cars. In the supplemental agreement it was agreed the tenants would have parking "on site" for a 37' fifth wheel trailer, a 26' travel trailer, a 10' utility trailer, one car, a deck, sunroom and "storage sheds." In addition the tenants were permitted "additional parking" for a 36' motorhome and a 30' travel trailer at a cost of \$25.00 per month per vehicle.

The tenants replaced the motorhome with a car. They consistently paid \$25.00 per month for each of the car and travel trailer up until June of this year.

The tenants claim they were forced into signing the Rental Agreement Supplement. Ms. B. testifies that back in 2015 the landlord presented her with the agreement and said that if she did not sign it he would issue a ten day Notice to End Tenancy "for unpaid storage" so she signed it. Mr. B. testifies that when he came home that day Ms. B. told him of the threat and so he signed it too.

The tenants also say that the area of their manufactured home site is undefined and that their understanding of it encompasses the area the extra car and travel trailer are on.

The landlord testifies denying any threat or coercion in obtaining the Rental Agreement Supplement. She says the tenants "site" only includes the "RV pad."

Analysis

Regarding the removal of waste, the landlord is entitled to recover the \$54.10 dump fee and \$50.00 compensation both claimed in the Monetary Order Worksheet served on the tenants. It has been decided in the earlier proceeding that the tenants should not have put the garbage there. The landlord was entitled to remove it, whether or not he first asked the tenants to remove it themselves. The dump fee was a normal and consequential expense and I allow it. The work required to remove the garbage was

described as a “considerable effort” in the earlier proceeding and the claimed \$50.00 for that work is reasonable.

Regarding the \$25.00 per vehicle parking fees, the landlord is entitled to collect those as well. I find that tenants were not forced to sign the Rental Supplement Agreement. They have not proved coercion by the landlord. The threat of issuing a Notice to End Tenancy is not in and of itself a wrongful act. Had the tenants taken the time to assess their rights, a telephone call to the Residential Tenancy Branch would have acquainted them with the fact that a ten day Notice to End Tenancy cannot be issued for unpaid storage fees.

The Rental Supplement Agreement lists items the tenants are permitted to park “on site” meaning within the confines of their manufactured home site. On a plain reading of the agreement, the monthly charge for “additional parking” is for vehicles that are not “on site.” By this agreement the parties acknowledged that the two vehicles listed as incurring the parking charge were vehicles in an area that was not within the confines of the tenants’ manufactured home site..

The tenants must pay the \$25.00 per month per vehicle charge. The fact that one vehicle has been replaced with another does not change the fact that the parking area is still being used.

Conclusion

The landlord is entitled to recover the \$204.10 claimed in his monetary order worksheet, plus the \$100.00 filing fee for this application. He will have a monetary order against the tenant in the amount of \$304.10.

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 25, 2017

Residential Tenancy Branch