



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SCOTTIES MOBILE HOME PARK & DEBRA LAING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, LRE, FF, O

Introduction

This matter dealt with an application by the Tenant for emergency repairs for health or safety reasons, repairs to the unit, site or property, to suspend or set conditions on the landlord's right to enter the rental unit, to recover the filing fee and for other considerations.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the "hearing package") by personal delivery on August 7, 2017. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Are there emergency repairs to be done?
2. Are there repairs to the unit, site or property to be made?
3. Has the Landlord entered the rental unit without proper notice or authority?
4. What other considerations are there?

Background and Evidence

This tenancy started in May 1, 2015 as a month to month tenancy. Rent is \$300.00 per month payable on the 1st day of each month.

At the start of the hearing the Tenant said he did not understand the application process completely and so he is withdrawing the requests for emergency repairs and general repairs to the unit, site or property. The Tenant said his application is to discuss the Landlord entering his property without proper notice and for other considerations.

The Tenant continued to say the Landlord has entered his rental property without the proper notice on 7 or 8 occasions. The Tenant said the Landlord came on his property on the first day of his tenancy and told him to mow the grass and clean up the yard or the Landlord would charge him to have it done. The Tenant's evidence statement says he was busy unpacking so he paid the \$20.00 to have the yard maintenance completed. Further the Tenant said on September 27, 2017 and the Landlord entered his property with documents and did not give him 24 hour notice. The Tenant continued to say the Landlord came on his pad to take photographs of the yard and the Landlord did not have permission. The Tenant said there have been other

incidents of the Landlord coming on his rental property but he does not have the information at the present time.

The Landlord said she went on the Tenant's rental pad to deliver hearing documents and the Park rules on September 27, 2017 and under the Act this does not require 24 hour Notice to the Tenant for this. Further the Landlord said she did take pictures of the Tenant's yard because she had given the Tenant a yard maintenance notice on July 26, 2017. The Landlord said the Tenant had not cut the grass or pulled weeds in the yard. In addition the Landlord said she enter the Tenant's rental property without 24 hour Notice when she saw fire wood on the Tenant's porch and that he was going to install a wood burning stove. The Landlord said she went on the Tenant's rental unit to tell the Tenant that he needed to have a professional install the stove and to get the required documentation for a wood stove. The Landlord continued to say she has not entered the Tenant's rental property for any reason but Park business.

The Tenant said the Landlord has come on his rental property without proper notice but he can't remember each time. Further the Tenant said he has done the yard maintenance and he submitted photographs of the rental property to show the grass was cut and weeds pulled.

The Landlord agreed the yard maintenance has been done and there is no issue about the yard at the present time.

The Tenant continued to say the Landlord has harassed him by telling the cat owners in the Park that he complained about their cats and now the cat owners are angry with him. The Tenant said he did not complain about the cats, in fact he likes cats and he likes that they catch mice around his trailer. Further the Tenant said the rules of the Park are enforced differently to different occupants. Some tenants are allowed dogs or cats and some are not. The Tenant said this is not right or fair. Further the Tenant said some dogs are allowed to run free in the Park and leave feces on his pad. Again the Tenant said this is not right.

The Landlord said one dog is a guessed dog of a daughter taking care of a sick mother and she has made an exception to allow this dog. The second dog is also a dog owned by a guest and is not a permanent occupant of the Park. Further the Landlord said when they purchased the Park 11 years ago they instituted a no pet rule in the park and they have enforced it equally with these two guest dogs being the exceptions. The Landlord said there are 6 cats in the Park; two are feral cats and 4 cats were grandfathered into the Park at the time of purchase. The Landlord said the rules of the Park are enforced fairly and equally to all occupants.

The Tenant continued to say other tenants have not done yard maintenance and they did not get warning letters so he believes the Landlord is harassing him.

The Landlord said she has sent other tenants yard maintenance warning letters and she included 3 copies of warning letters to other tenants as evidence to support her testimony. The Landlord said she has got along well with the Tenant and she believes the issues are a result of the yard maintenance warning letters that she sent to the Tenant in July, 2017. .

The Landlord said in closing that the Park rules apply to everyone and she enforces the rules fairly. There are some exceptions based on exceptional circumstances. As well the Landlord said she only goes to the Tenant's pad on Park business.

The Tenant said in closing that he feels harassed and he is planning on selling his trailer and moving out. The Tenant continued to say he would like proper notice if the Landlord is coming to his rental unit.

Analysis

The Tenant has withdrawn his applications for emergency repairs and general repairs therefore the application is amended to setting conditions or suspending the Landlord's right of entry to the rental unit and for other considerations.

Section 22 of the Act says a tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the manufactured home site subject only to the landlord's right to enter the manufactured home site in accordance with section 23 [landlord's right to enter manufactured home site restricted];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Landlord's right to enter manufactured home site restricted

Section 23 of the Act says a landlord must not enter a manufactured home site that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord has an order of the director authorizing the entry;
- (d) the tenant has abandoned the site;
- (e) an emergency exists and the entry is necessary to protect life or property;
- (f) the entry is for the purpose of collecting rent or giving or serving a document that under this Act must be given or served.

I have reviewed the submitted evidence and the testimony of both the Tenant and the Landlord and it is apparent that there are some issues and communication problems between the parties. Section 22 of the Act protects a tenant's quiet enjoyment of a rental unit for good reasons. A Landlord cannot enter a tenant's rental unit unannounced and for no good reason. Section 23 states the reasons and process a landlord can enter a tenant's rental unit. The parties cited 3 incidents where the Landlord entered the Tenant's rental pad. The first time was at the start of the tenancy when the Landlord told the Tenant to cut the grass. The second when the second when the Landlord took photographs of the yard for this hearing and the third was when the Landlord saw fire wood on the Tenant's porch and she investigated what the wood was for. As a result of that entry the Landlord told the Tenant to have a professional install the wood stove and he was to get the required documentation to operate it. I find that all these incidents were

situations the Landlord was conducting Park business and it appears the Landlord only entered the pad area not the manufactured home. Given that the Landlord had issued a warning letter about the yard maintenance I find that the Landlord had a right to follow up and see if the yard work was done. With regard to the first day I find the Landlord may have been over zealous in requesting the yard be dealt with on the first day of the tenancy but I find it is not an incident of the Landlord entering the unit without cause or notice. The third incident regarding the wood stove it is unclear if the Tenant told the Landlord not to enter or if the Landlord entered to give the Tenant advise on wood burning units in the Park. I find this is not a violation of the Tenant's quiet enjoyment of the rental unit. Consequently I find the Tenant has not proven the Landlord has entered the unit in contravention of the Act, regulations or tenancy agreement. I do order the Landlord to follow the Act and give the Tenant proper notice of entry in the future.

With regard to the Tenant's claim that the Landlord is telling other tenants that he complained about their pets which has resulted in hard feelings between the Tenant and the other tenants. It is the responsibility of all parties in a tenancy to make their best efforts to communicate and to get along. I would strongly encourage the parties to try to improve their communications in a respectful and genuine way. The Tenant did not submit any corroborative evidence that the other tenants were annoyed or harassing him therefore, I find the Tenant has not established grounds that the Landlord has diminished his quiet enjoyment of the tenancy by her communications in the Park. The Tenant's application is dismissed without leave to reapply.

Conclusion

The Tenant's 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 *Residential Tenancy Act*.

Dated: October 28, 2017

Residential Tenancy Branch