



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CLOVER ACRES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) by the landlord for “other”; specifically for an order directing the tenants’ to comply with a term of the tenancy agreement and to recover the cost of the filing fee.

The owner of the manufacture home park (“owner”) and legal counsel for the owner (“counsel”) attended the teleconference hearing. The owner gave affirmed testimony and both the owner and counsel were provided the opportunity to present any evidence that was the submitted in accordance with the Rules of Procedure.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (“Notice of Hearing”), the application and documentary evidence were considered. Counsel stated that the Notice of Hearing, application and first documentary evidence package were served on each tenant with their own registered mail package by registered mail on July 27, 2018. Counsel provided two registered mail tracking numbers in evidence and confirmed that the name and address of each tenant was correct on the two packages. The two registered mail tracking numbers were included on the cover page of this decision for ease of reference. According to documents also submitted in evidence, both registered mail packages were signed for and accepted on August 1, 2018. Therefore, I find the tenants were served on August 1, 2018 which is the date that both registered mail packages were signed for and accepted based on the Canada Post registered mail tracking information submitted.

Based on the above, I find this matter to be undisputed by the tenants as the tenants were served under the *Act* and did not attend the hearing to dispute the application.

### Preliminary and Procedural Matters

Counsel confirmed the landlord's email address at the outset of the hearing. I indicated that the decision would be sent to the landlord by email and by regular mail to the tenants.

During the hearing, counsel confirmed that the application should have been under the *Manufactured Home Park Tenancy Act* instead of the *Residential Tenancy Act* and as a result, counsel and the owner were advised that I would be amending the application accordingly pursuant to section 57(3)(c) of the *Act*.

### Issues to be Decided

- Is the landlord entitled to an order directing the tenants' to comply with the *Act*?
- Is the landlord entitled to recover the cost of the filing fee under the *Act*?

### Background and Evidence

The owner referred to a copy of the tenant agreement which indicates in #6 "NO PETS". The owner testified that he has attempted several times to have the tenants remove their dog as other tenants have complained due to the dog barking and the fact that many other tenants chose this particular manufactured home park as they do not want pets allowed in the park.

Counsel and the owner testified that as of the date of this hearing, the tenants have agreed to have the dog removed by November 1, 2018. Counsel and the owner were advised that if the tenants were present this matter could have been resolved by way of a mutually settled agreement; however, without the tenants present I could not offer that resolution as both parties are required for that resolution.

Counsel and the owner stated that they are not seeking to end the tenancy at this time and are instead requesting an order for the tenants to comply with the *Act* and to recover the cost of the filing fee.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the tenants have breached #6 of the tenancy agreement by having a dog at the rental site contrary to the term "NO PETS" which is a breach of section 16 of the *Act*.

The tenants have a legal obligation not to have pets as indicated on the tenancy agreement.

As I have found the tenants have breached the *Act* and tenancy agreement by having a dog I find the landlord has met the burden of proof and is entitled to an order directing the tenants to comply with the “NO PETS” condition of the tenancy agreement pursuant to section 55(3) of the *Act*.

Therefore, **I ORDER** the tenants to comply with the “NO PETS” term of the tenancy agreement by **November 1, 2018 at 12:01 a.m.** This order is made pursuant to section 55(3) of the *Act*.

**I caution** the tenants that failing to comply with my order could result in the landlord serving a notice to end tenancy. I note this decision may be used at any future hearing as evidence of the tenants having been ordered and cautioned as indicated above.

The landlord is granted a monetary order in the amount of **\$100.00** to recover the cost of the filing fee from the tenants pursuant to section 65 of the *Act*. Should the tenants fail to pay this amount to the landlord, this order may be enforced in the Provincial Court (Small Claims).

### Conclusion

The landlord’s application is successful. The tenants have been ordered to comply with the “NO PETS” term of the tenancy agreement by November 1, 2018 by 12:01 a.m. Failure to abide by my order could lead to eviction by way of a notice to end tenancy under the *Act*.

The tenants have been cautioned as noted above. The landlord is granted a monetary order to recover the cost of the filing fee from the tenants as noted above.

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 17, 2018

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Residential Tenancy Branch