



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOUTH OKANAGAN VENTURES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, OT

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on May 17, 2019 (the "Application"). The Tenants applied for the following relief, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act"):

- an order that the Landlord comply with the *Act*, Regulations, or Tenancy Agreement; and
- an order the Landlord allow for the Tenants to have two additional dogs in the rental unit.

The Tenants as well as the Landlord's Agents, S.C. and O.P., attended the hearing at the appointed date and time, and provided affirmed testimony.

The Tenants testified that they served their Application and documentary evidence package to the Landlord by registered mail on May 21, 2019. The Tenants also made an amendment to their Application on June 16, 2019 to change their Application from a Residential Tenancy to a Manufactured Home Park Tenancy Application. The Tenants stated that they served a copy of their amendment to the Landlord on June 16, 2019. The Landlord confirmed receipt of both mailings. S.C. testified that he served the Tenants with the Landlord's documentary evidence by registered mail on June 12, 2019. The Tenants confirmed receipt. Pursuant to Section 81 and 82 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However,

only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Are the Tenants entitled to an order that the Landlord comply with the *Act*, Regulations, or Tenancy Agreement, pursuant to Section 55 of the *Act*?
2. If successful, are the Tenants entitled to an order granting them permission to have two additional dogs in the rental unit, pursuant to Section 55 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on March 27, 2018. Currently, the Tenants pay a pad rental fee in the amount of \$480.00 which is due to the Landlord on the first day of each month.

The Tenants testified that they are seeking an order that the Landlord comply with the *Act*, tenancy agreement and regulations, in relation to the Tenants being permitted to have two additional dogs in their mobile home. The Tenants stated that they were granted permission to have two dogs at the start of their tenancy and are now seeking permission to have two additional dogs.

The Tenants stated that in addition to their two approved dogs, on October 18, 2018 they received two emergency rescue dogs, bringing the total number of dogs in their rental unit to four. The Tenants stated that they did not get the Landlord's permission to have two more dogs; however, after an 18 week assessment period of the dogs, the Tenants requested permission from the Landlord to keep the two additional dogs.

The Tenants stated that the Landlord is unreasonably withholding permission for the Tenants to keep the dogs, and have also alleged that the Landlord has shared the Tenants' personal information with other residents of the Mobile Home Park, in order to have them make false statements and accusations about the Tenants' dogs. The Tenants stated that the tenancy agreement does not indicate the maximum number of pets permitted.

In response, S.C. stated that the Tenants are required to get permission from the Landlord prior to acquiring new pets. S.C. stated that the Tenants did not gain the

Landlords permission to have additional pets above their two dogs that had been approved of at the start of the tenancy. S.C. stated that he has received several complaints from other residents at the Mobile Home Park stating that the Tenants' dogs are aggressive and have been seen off leash, contrary to the Mobile Home Park Regulations as well as the tenancy agreement between the parties. As a result, the Landlord is not permitting the Tenants' to keep the two additional dogs which were acquired on October 18, 2018.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 18 of the Act states that a tenancy agreement may include terms or conditions doing either or both of the following:

- (a) prohibiting pets, or restricting the size, kind or number of pets a tenant may keep on the manufactured home site;
- (b) governing a tenant's obligations in respect of keeping a pet on the manufactured home site.

I find that the parties entered into a tenancy agreement on October 12, 2017. The tenancy agreement contains an addendum which was signed by both parties, demonstrating their understanding of the rules and expectations surrounding pets.

I find that item 34 of the addendum states that;

34. Pets are permitted with managements approval. Management must approve each pet that is allowed to reside in the park with a resident. Management approval will consist of the landlord and or the landlord's agent meeting the residents and the pet(s) at the property and either approving or disapproving the pet . Management reserves the right to deny a pet from residing at the park based on management's judgment of a pet's aggressive characteristics. Management's decision is final. All purchase agreements for prospective owners with pets should make their purchase agreements 'subject to obtaining management pet approval'.

I find that the Tenants have previously gained approval for two dogs. I find that the Tenants obtained two additional dogs on October 18, 2018 without the Landlord's approval, contrary to the tenancy agreement.

I find that the Landlord is entitled to exercise their discretion regarding allowing or prohibiting pets, or restricting the size, kind or number of pets a tenant may keep on the manufactured home site, pursuant to Section 18 of the Act.

In light of the above, I find that the Landlord has not breached any Section of the Act, tenancy agreement or regulation. As such, I dismiss the Tenants' Application without leave to reapply.

### Conclusion

The Landlord has not breached the Act, tenancy agreement, or regulations. The Tenants' 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 *Manufactured Home Park Tenancy Act*.

Dated: July 05, 2019

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Residential Tenancy Branch