



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREEN BAY LANDING INC. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OL, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order to have the tenants comply with the Manufacture Home Park Rules (the “Rules”) and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

Should the tenants be ordered to comply with the Rules?

### Background and Evidence

The tenancy began June 2016. Site rent in the amount of 518.53 was payable on the first of each month. The parties agreed that there is a signed tenancy agreement which does not speak to the issue of boats.

The landlord’s agent testified that the tenants have not complied with the Rule, which reads as follows:

- Parking of tenants, travel trailers, RV's, motor homes, utility trailers and campers is forbidden on mobile home site. Storage of boat/trailer may be allowed by prior arrangement with Manager.

The landlord's agent testified that the tenants are not in compliance with the Rule as they have an unauthorized boat trailer on the site, which is the same as having a prohibited utility trailer. The agent stated that the tenants have been given written warning to remove the boat trailer.

The tenant testified that they do have their trailer on site, which is used for their boat. The tenant stated that there was a previous hearing with the original tenants that were living on the site, and at that time it was not the intention to prohibit boat storage. Filed in evidence is only a portion of the decision.

The tenant testified that there was an agreement to store the boat on the site with the landlord. Filed in evidence is an unsigned agreement.

The landlord's agent testified that the agreement that was discussed was not for the site. Rather, for a storage area that they have for use. The agent stated that they did not enter into any agreement to store the boat or trailer on the site.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

### **Making rules**

- 30** (1) The park committee or, if there is no park committee, the landlord, may establish, change or repeal a rule if it is reasonable in the circumstances and if the rule has one of the following effects:
- (a) it promotes the convenience or safety of the tenants;
  - (b) it protects and preserves the condition of the manufactured home park or the landlord's property;
  - (c) it regulates access to or fairly distributes a service or facility;
  - (d) it regulates pets in common areas.

(2) If there is a park committee, the rules must be established, changed or repealed according to the procedure set out in sections 22 [*park committee decisions*] and 23 [*vote by landlord and tenants*].

(3) A rule established, or the effect of a change or repeal of a rule changed or repealed, pursuant to subsection (1) is enforceable against a tenant only if

- (a) the rule applies to all tenants in a fair manner,
- (b) the rule is clear enough that a reasonable tenant can understand how to comply with the rule,
- (c) notice of the rule is given to the tenant in accordance with section 29 [*disclosure*], and
- (d) the rule does not change a material term of the tenancy agreement.

I am satisfied that the Rule does not change a material term of the tenancy agreement as both party agreed the tenancy agreement does not have any reference that the tenants are entitled to store a boat on their site. Therefore, any Rules established on this issue of boats or boat trailers would apply. Those Rules may be changed or repealed, by the landlord, in accordance with the Act, and regulations.

In this case, I do not accept that a boat trailer is the same as a utility trailer under the current Rule. The current Rule does not prohibit a boat or boat trailers from being on site as long as there is a prior arrangement made with the landlord.

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The current Rule regarding boats/trailers states the tenants must make prior arrangements with the landlord. While the tenants have provided a copy of an agreement, I cannot place any weigh on that agreement as it is unsigned by the landlord and it appears that this may be for a storage site on the property, not the site.

I am not satisfied that the tenants have made prior arrangement with the landlord to store their boat or boat trailer on the site as required by the Rules. Therefore, I Order the tenants to comply with the Park Rules as written.

### Conclusion

The landlord's application to have the tenants comply with the Rules is granted. The tenants are ordered that they must comply with the Park Rules as currently written.

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 12, 2019

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Residential Tenancy Branch