



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PORT4HOMES INC  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      ORL FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution seeking remedy under the *Manufactured Home Park Tenancy Act* (the Act). The landlord applied for an order directing the tenants to follow Manufactured Home Park rules and the tenancy agreement, and to recover the cost of the filing fee.

Two agents for the landlord JW and MM (agents) attended the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide the landlord's evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not call into the hearing by the end of the 10 minute waiting period, I made the finding that the application was unopposed by the tenants and considered service of the Notice of a Dispute Resolution Proceeding dated May 28, 2020 (Notice of Hearing), application and documentary evidence. Rules 7.3 and 7.4 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) apply and states:

#### **7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, **the arbitrator may conduct the dispute resolution hearing in the absence of that party**, or dismiss the application, with or without leave to re-apply.

#### **7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent. **If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.**

[Emphasis added]

The respondent tenants called in 41 minutes late into the hearing near the conclusion of the hearing that ended six minutes later at 47 minutes. The tenants were asked why they called into the hearing so late and they stated the access code did not work. As a result, the tenants were asked to supply the access code which I find did not match the access code listed on the Notice of Hearing dated May 28, 2020. The tenants were advised that it was their responsibility to attend the hearing on time and that the matter was considered unopposed as a result and were welcome to stay on the line to listen to the remainder of the hearing; however, I would not be hearing from them as their opportunity ended after the 10 minute waiting period and the landlord was finishing their remaining item before me. I have made this decision pursuant to Rules 7.3 and 7.4 of the RTB Rules.

Given that the tenants had been granted their request to re-schedule the hearing to a later date, I find the tenants were sufficiently served in accordance with the Act, which is supported by the agent's testimony regarding service by registered mail and by email to the tenants. A registered mail tracking number was provided, which has been included on the style of cause for ease of reference. Words utilizing the singular shall also include the plural and vice versa where the context requires.

#### Preliminary and Procedural Matters

This decision will be emailed to the parties at the email addresses listed on the application.

#### Issues to be Decided

- Are the landlords entitled to any Orders under the Act?
- Are the landlords entitled to the recovery of the cost of their filing fee under the Act?

#### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on December 6, 2017. The agent also referred to the Park Rules throughout the hearing.

The landlord's application is seeking an order related to:

1. Pet Rules
2. Vehicle Rules and Terms

3. Conduct Terms
4. Use of Site Terms

The agent confirmed that although there was a fifth item, that item 2 covers the fifth item, which I will address in item 2 as a result.

Regarding item 1, the agent testified that the tenants have a small dog named "Mickey" that they continue to allow off leash contrary to clause 8 of the tenancy agreement and Park Rules under "Pets" #3 and #4.

The agent referred to clause 8 of the tenancy agreement, which states in part:

Where the landlord has given his permission in this Agreement or in advance in writing, the tenant must ensure that the pet does not disturb any person in the Park, and further the tenant must ensure that no damage occurs to the Site or Park as a result of having or keeping the pet. This is a material term of this Agreement...

The agent also testified that under the Pets section of the Park Rules it states:

3. Dogs or cats are not permitted to run loose or make noises in the community.
4. Owners must clean up after their pets.

The agent stated that the tenants continue to allow their small dog Mickey off leash and that Mickey defecates throughout the Park contrary to Park Rules 3 and 4 under the heading Pets. The landlord is seeking an order for the tenants to comply with clause 8 and Park Rules under Pets 3 and 4 and that any violation in the future will result in a Notice to End Tenancy.

Regarding item 2, the agent raised the issue of Vehicles, which is covered under clause 18 of the tenancy agreement. The agent stated that although the tenants' tenancy agreement lists two vehicles, a Caravan and a Ram, the tenants have also parked a scooter and a Smart car on the property contrary to clause 18 of the tenancy agreement. The agent also stated that the tenants have been banned from using a special parking area as the tenants failed to comply with the rules for the special parking area. The agent also stated that each site is designed to accommodate between 1 and 2 vehicles, depending on the size of the late and that in the matter before me, the site can accommodate up to 2 vehicles.

The agent also referred to Park Rule 6, which refers to Motor Vehicles. The agent stated that tenancy agreement clause 18 states in part:

Only vehicles listed below and no other vehicles may be parked, but not stored, in the parking area of the Site. The parking area is to be occupied by vehicles that are in operating condition, currently licensed, and insured for on-road operation. Motor vehicle or other repairs must not be done on the Site or anywhere in the Park.

The agent is seeking an order to limit the tenants' vehicles to 2, as the tenants only indicated two vehicles in their tenancy agreement and that they must comply with all of clause 18 of the tenancy agreement and Park Rule 6 or they will be issued a Notice to End Tenancy.

Regarding item 3, the agent testified that since December of 2017, the Manufactured Home Park (Park) has issued 7 warnings to the park as a whole and 6 of those warnings were issued to the tenants before me. The agent stated that the tenants continue to harass others in the Park and the landlord is seeking an order directing the tenants not to confront others in the Park to enforce the Park Rules and to leave all enforcement to the landlord and to communicate their concerns by email to the landlord.

The agent stated that they are seeking an order to ensure the tenants are aware that they must not behave in a way that is contrary to clause 14 of the tenancy agreement, which states in part:

14. **CONDUCT** In order to promote the safety, welfare, enjoyment, and comfort of other occupants and tenants of the Park and the landlord, the tenant of the tenant's guests must not disturb, harass, or annoy another occupant of the Park, the landlord, or a neighbouring property. In addition, noise of behaviour, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the Park of other person, must not be made by the tenant or the tenant's guests, not must any noise be repeated or persisted after a request to discontinue such noise of behaviour has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the Park...

The agent also wants the tenants to be on notice that any future violation will result in a Notice to End Tenancy.

Regarding item 4, the agent referred to Use of Site terms, which is clause 15 of the tenancy agreement entitled "Use of the Site", which states in part:

The tenant and his guests must use the Site for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes...

The tenant will not make or cause any alteration to be made to the Site....

Also, under Park Rules, the section entitled Fences, which was the point in the hearing in which the tenants called in late to the hearing, reads in part:

Due to underground service in the community no holes, stakes, or posts are permitted without first consulting management.

The agent testified that the tenants have erected a fence and posts, in which the tenants failed to first consult with the Park management regarding. Two pictures were presented showing the fence and posts at the rental site.

### Analysis

Based on the undisputed documentary evidence and testimony of the landlords provided during the hearing, and on the balance of probabilities, I find the following.

Section 55(3) of the Act applies and states:

#### **Director's authority respecting dispute resolution proceedings**

**55(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.**

[Emphasis added]

Based on the above, and being satisfied with the evidence presented by the agent, I make the following orders pursuant to section 55(3) of the Act against the tenants:

1. **I ORDER** that the tenants comply with all pet-related rules in the tenancy agreement and Park Rules and that failure to do so will result in a Notice to End Tenancy.
2. **I ORDER** that the tenants comply with all vehicle-related rules in the tenancy agreement and Park Rules and that failure to do so will result in a Notice to End Tenancy.
3. **I ORDER** that the tenants comply with all conduct-related rules in the tenancy agreement and Park Rules and that failure to do so will result in a Notice to End Tenancy.
4. **I ORDER** that the tenants comply with all use of site-related rules in the tenancy agreement and Park Rules and that failure to do so will result in a Notice to End Tenancy.

I also remind the tenants that the landlord has expressed their intention that any further violation with a clause/term of the tenancy agreement will result in the landlord serving a Notice to End Tenancy on the tenants.

As the landlord's application had merit, I grant the landlord a monetary order in the amount of **\$100.00** pursuant to section 65 of the Act.

### Conclusion

The landlord's application is fully successful.

The tenants have been ordered as indicated above.

The landlord has been granted the filing fee with a monetary order in the amount of \$100.00. Should the landlords require enforcement of the monetary order, the landlord must serve the tenants with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to the parties.

The monetary order will be emailed to the landlord only for service on the tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 24, 2020

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Residential Tenancy Branch