



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLES COMMUNITIES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

On June 8, 2020, the Tenant applied for a Dispute Resolution proceeding seeking an Order for the Landlord to comply pursuant to Section 55 of the *Manufactured Home Park Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

The Tenant attended the hearing. H.D. attended the hearing as counsel for the Landlord. G.M., D.L., and S.W. attended the hearing as agents for the Landlord. All parties, except for H.D., provided a solemn affirmation.

The Tenant advised that he served the Landlord with the Notice of Hearing and evidence package by email on or around June 8, 2020. H.D. confirmed that the Landlord received this package and D.L. advised that it was his belief that all of the video files could be viewed. As such, I am satisfied that the Landlord was served with the Notice of Hearing and evidence package. I have accepted all of the Tenant’s evidence and will consider it when rendering this Decision.

H.D. advised that the Landlord’s evidence was served to the Tenant on June 23, 2020 by email and the Tenant confirmed that he received this evidence. As such, I have accepted all of the Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an Order for the Landlord to comply?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on August 12, 2019, that rent was established in the amount of \$1,071.33 per month, and that it was due on the first day of each month. A copy of the signed tenancy agreement was submitted as documentary evidence.

The Tenant advised that the current site that he is living in is the fourth site he has lived on in the park. He stated that he has had a good relationship with the Landlord in the past, but this was the first issue he has had since he first started living in the park in 2012. He submitted that there have been many random cats that have been freely roaming around on his site, so he purchased a camera to document it. He showed the Landlord the video footage that he captured. He then stated that there are also residents of the park that allow their dogs to use the lawn on his site as a bathroom. He advised that in April 2020, a female resident came onto his site with her dog and he warned her that her dog should not be on the site as chemicals had sprayed on the lawn. He stated that she later returned with the police, who had threatened him. He emailed D.L. and then called him to report this incident.

He stated that this female resident is abusive, that she has lived in the park for five years, that she has never leashed her dog contrary to the park rules, and that she has never been warned to do so. He contends that she blatantly allows her dog to defecate on his site. Furthermore, other residents of the park do not leash their dogs in the park which is contrary to the park rules, and their dogs also roam freely and defecate on his site. When he brought the pets issues to the Landlord's attention, he had received threats and hostile abuse from other residents of the park. He stated that the Landlord's lack of action in enforcing the park rules in the past regarding pets has allowed this problem to escalate to this point. He advised that due to this abuse, he has suffered from health issues and he has lost the ability to freely leave his home.

He submitted that he is seeking an Order that the Landlord comply by enforcing the park rules regulating the conditions pertaining pets in the park. He stated that the tenancy agreement, the pet agreement, and the park rules all contain comprehensive details about how pets shall be controlled in common areas of the park. He referenced a video submitted into evidence, dated April 23, 2020, that showed four people walking a dog on a long leash in front of his site, and then the dog defecated on his lawn. He alleged that one of the males in the video has threatened him since this incident. He also cited a picture submitted as evidence of a female picking up dog feces from his front lawn while her dog was loose and unleashed. He submitted many videos as evidence to support his position; however, he was unable to directly point me to which videos were specifically pertinent to his submissions.

H.D. advised that the Landlord acted immediately and reasonably when this issue was raised by the Tenant and the pet rules have been enforced. He stated that residents of the park have been forced to remove pets if they do not comply with these rules, and some residents have also been evicted due to non-compliance. He referred to the Rules & Regulations of the park that were submitted as documentary evidence that outline the rules regarding pets in the park, and he noted that there is no definition for what constitutes a "short leash." However, he did note that pets are not permitted to roam other sites freely. He referred to the Pet Agreement that was signed by the Tenant, which has more defined rules pertaining to pets in the park.

Regarding the Tenant's February 27, 2020 email pertaining to cats on his site, H.D. advised that some cats cannot be controlled as they are stray cats that do not belong to any of the residents of the park. Regardless, he advised that the Landlord took immediate steps to attempt to identify all the cats and issued warning letters to the residents they believed owned the respective cats to abide by the park rules. The Landlord also installed cat traps. As well, a general warning letter was sent to all residents on April 2, 2020 to abide by the pet rules and pick up animal feces. He referenced multiple warning letters addressed to specific residents, who appeared to be ignoring park rules regarding pets, and he cited warnings to all residents of the park reminding them of the park rules.

He stated that the Landlord has taken steps to address the Tenant's complaints. However, he noted that the Tenant had previously allowed one resident to have her dog roam freely on his site, contrary to the park rules, before their friendship deteriorated. After their friendship ended, he then complained that she was not following the park rules with respect to her pet.

To summarize, H.D. advised that the Landlord has taken the Tenant's complaints seriously, that the Landlord has acted on these complaints by identifying individual offenders and issuing warning letters, that the Landlord has sent out reminders to all the residents of the park to comply with the pet rules, and that the Landlord has set cat traps out as well. He stated that the Landlord has acted reasonably to address the Tenant's complaints and there have been no reported incidents of breaches of the park's pet rules since.

The Tenant confirmed that he had previously been friends with the one resident that he complained about, but he denies allowing her consent to have her dog on his site. He stated that this resident was boastful of allowing her dog to roam freely without a leash and that she had been seen walking around the park with D.L., with the dog not on a leash. He stated that many of the same residents who had been ignoring the park rules regarding pets were on his site yesterday. He advised that either the park rules or the pet agreement define the length of leash allowed by the park.

H.D. confirmed that the park rules establish the length of leash allowable must not be more than three metres long. He stated that there is a separate pet agreement that all residents may not have signed, and this agreement has additional rules about pets. G.M. refuted the Tenant's claim that he did not allow a resident to have her dog on his site as she visited the site before and witnessed the Tenant grant permission. H.D. also noted that the Landlord attempted, on June 10, 2020, to organize a mediation session with the Tenant, and other residents of the park, to discuss their issues and attempt to resolve their differences; however, the Tenant declined to participate in this opportunity.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 22 of the *Act* outlines the Tenant's right to quiet enjoyment and states that a Tenant is entitled to reasonable privacy and freedom from unreasonable disturbance.

Section 55(3) of the *Act* states that an Order to comply with the *Act* may be granted if there has been a breach of the *Act*, *Regulations*, or tenancy agreement.

Regarding the Tenant's complaints about the pet rules being breached by other residents of the park, the Tenant had submitted a vast amount of evidence. However,

he had difficulty clearly outlining his dispute, he was unable to point me directly to his evidence that would support his claims, and he was uncertain where in the park rules, pet agreement, or tenancy agreement were the specific breaches that he was attempting to rely on. I understand that the general nature of the Tenant's Application is that it is his belief that there are specific rules outlining the restriction of pets in the park, and that residents of the park have been routinely not complying with those rules by allowing their pets to roam freely in the park, and more specifically, on the Tenant's site.

When reviewing the totality of the evidence before me, while it is unclear whether each resident has signed a specific pet agreement that contains more stringent rules on how pets are to be managed, I am satisfied by the Landlord's evidence that warning letters have been issued to offending residents outlining that they are required to abide by the pet rules that are applicable to them. In addition, it is evident that the Landlord has issued a general reminder to all residents of the park that there are rules in place regarding pets and that they are required to abide by them. Clearly, this demonstrates that the Landlord is aware that residents of the park have not been complying with certain rules that were applicable to them.

I accept that the Landlord has taken action by attempting to identify offenders, by warning them directly, and by reminding all residents of the applicable rules with respect to pets. While there is some dispute whether residents are still not abiding with the established rules after the warning letters, if there are occurrences where residents are continuing to ignore the pet rules applicable to them, I Order that the Landlord comply and take steps to enforce further any incidents of non-compliance on the respective residents.

I acknowledged that enforcement of such rules may be more difficult with animals such as cats, as there may be strays that do not belong to any one resident of the park. However, should the Landlord not take steps to enforce the applicable rules against any non-complying residents, the Tenant is at liberty to apply for compensation from the Landlord for further breaches of the *Act*.

While enforcement of the rules may take many different forms, I also find it important to note that the pet rules were likely implemented to establish a baseline for management of pets, and these would be applied based on reasonableness. Further to this point, while there is some dispute whether the Tenant had previously allowed a resident, that used to be an acquaintance of his, to have her pet on his site contrary to the very rules that he is now seeking to have enforced, I am doubtful of the reliability of the Tenant's submissions on this issue.

I note that the Tenant advised that he has lived on four different sites in the park and that the pet rules have not been enforced for at least five years. However, there is no evidence that he brought this to the Landlord's attention over that period of time. I also find it important to note that he has included comments in multiple recent emails to the Landlord regarding this issue that he is a "totally disillusioned owner", that he is "totally done with the lack of action...", and that he is a "pissed off owner". In my view, had this truly been an issue stemming from at least five years ago, it is not clear to me why he is only upset with the rules not being enforced now. I find that this causes me to question the credibility of the Tenant's submissions.

Furthermore, I find it important to note that the Tenant had been invited to an opportunity to have his concerns discussed, with the Landlord and other park residents, in a mediated setting. However, he chose not to agree to participate in this attempt to have the issues amicably settled. It is not clear to me why he would not seek out this opportunity to have the issues potentially resolved peacefully with this community.

The consistent and undisputed evidence is that while he has complaints against many residents of the park for not complying with the pet rules, the one resident that he has a specific grievance against used to be his friend before that relationship deteriorated. Based on the above doubts I have, in conjunction with other evidence and testimony submitted, I find it more likely than not that the Tenant had previously allowed this other resident to have her pet on his site contrary to the park rules, and it appears to me that the deterioration of that relationship spurred his request to now have the park rules enforced. Based on a balance of probabilities, I find that this is likely a vindictive attempt by the Tenant to have the pet rules enforced now, despite not having any issues with them in the past.

When reviewing the totality of the evidence before me, it is clear to me that the residents of the park have been dissatisfied with each other and that many have engaged in heated, unpleasant interactions that have escalated tensions between them. Furthermore, while it is evident that many of the residents of the park have been engaging in some actions and behaviours that may be inappropriate and contrary to park rules that could end in eviction, I do find that the Tenant's sudden demands to now have the pet rules enforced, and the manner with which he interacts with these other residents are aggravating factors which contribute to the dysfunctional relationships between all the parties.

As a result, many of the Tenant's actions and behaviours may also support the formation of the basis to attempt to end his tenancy as well. I strongly caution the

Tenant that he is on formal notice that any continued, escalated behaviours or actions that are unacceptable or inappropriate may jeopardize his tenancy.

To summarize, if there is an ongoing issue, the onus is on the Landlord to determine if a tenant is breaching the *Act*. If the breaches continue after a written warning, then the Landlord should take the appropriate action to deal with the issues, which could include potentially ending the tenancy of a problematic tenant. Given that there is evidence that the residents have breached the *Act* by not complying with the rules that are applicable to them, and given that there is evidence that the Landlord has warned the specific residents about these rules, I Order that the Landlord take corrective action immediately to provide a remedy to the differences that are occurring between the residents of the park. In managing the differences between the residents of the park, the Landlord may have different options at their disposal when determining how to best proceed in handling this situation moving forward with respect to each specific tenant.

As the Tenant was successful in his claim, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this Application. The Tenant is permitted to withhold this amount from the next month's rent.

Conclusion

Should there be further breaches of the applicable pet rules in the park, the Landlord is Ordered to take corrective action immediately and to provide an effective remedy to this situation.

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 9, 2020

Residential Tenancy Branch