



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KKBL no. 629 Ventures Ltd. d.b.a.
Wildwood Park and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OLC, FFT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

- An order for the landlord to comply with the *Act*, Regulations and/or tenancy agreement pursuant to section 55; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 65.

The tenant attended the hearing and the landlord was represented at the hearing by property manager, BS ("landlord"). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings package and stated she had no concerns with timely service of documents. The landlord did not provide any documentary evidence for this hearing.

Issue(s) to be Decided

Can the tenant obtain an order that the landlord comply with the *Act*, regulations or tenancy agreement?

Should the filing fee be recovered?

Background and Evidence

The tenant gave the following testimony. The tenant is a homeowner in a manufactured home park. The park was purchased by a new owner in October 2017 and a meeting was held on May 1, 2019 with the park owner and the executive of the homeowner's association. This is not a local park committee, just a social committee, and the tenant in these proceedings is the president of the homeowner's association. In that meeting, the park owner related plans to redevelop the park in 2 years time and committed to send a letter to the tenants that he intended on doing that.

On May 2, 2019, the park owner emailed the tenant. In the email, the park owner states he is not pursuing the project at this time and that the park owner will not be sending out the letters.

Since that meeting, the park owner has continued to purchase manufactured homes within the park. He now owns more than 40 of the manufactured homes in the park.

Another meeting was held in September 2019 with the just the homeowners present. The landlord sent a letter to the residents in September 2019 that states the landlord's vision for the future of the park. In the letter, the landlord states they hope to have a formalized plan outlining the future direction of the park by the start of 2022. The letter also states the landlord is following all the requirements and procedures required by the BC government and the city. The landlord will continue to keep the tenants informed of future plans as they unfold.

The issue for the tenant, identified in his written statement, is that although the landlord sent out the September 2019 letter saying redevelopment is still possible, the mayor and city councillors would not support such a project. The tenant provided a letter from the mayor to corroborate this. The result of this lack of information is that there is a stigma attached to the park, creating anxiety and concern amongst the homeowners in the park. The ongoing lack of statements from the landlord has created an atmosphere of distrust and reduced expectations. This consumes the tenant's quiet enjoyment of his home in the park as this tenant is constantly asked about the future of the park by his fellow homeowners. The tenant seeks *"something in writing that will allow him to believe that his investment in his home is safe and secure for the future"*.

The tenant testified that the homeowners look to this tenant, the voluntary president of the homeowners association for answers instead of park management. He's put in a position of answering their questions that he doesn't have the answers to. The tenant testified he's the president of "the social side of things", not a park committee. The park committee was disbanded.

The September 2019 letter is seen by the tenant as an intimidation tactic. As such, the tenant seeks a \$100.00 "loss of quiet enjoyment" from June 1, 2019 to November 2020. I note here, however that the tenant did not file an application for monetary compensation and the tenant acknowledged during the hearing that the monetary loss is not the primary issue, that the "something in writing" is.

The landlord's agent gave the following testimony. She, too, is a homeowner in the park. No notice of redevelopment has been given to the homeowners. While the tenant keeps asking the landlord to comply with the *Act*, there is nothing to comply with – no notices to end tenancy have been given for redevelopment. The email sent to the tenant on May 2, 2019 reiterates that the park owner will do further research before proceeding with any future planning or proposals.

The landlord has no motives to serve any notices on anyone. The management team is trying to do whatever they can to keep people calm and those same people are continually being misled by the association. If anybody wants accurate information, they should come to her, not the tenant. The tenant has put himself in this position by volunteering to be the spokesperson for the homeowners. This tenant started the homeowner's association to discuss information that he didn't even have. He's chosen to put himself into this position, he and the association. They have been directing meetings with the homeowners, not sharing appropriate information. The landlord's agent describes the association as a lynch mob, creating a slanderous environment. The association was told not to trust the landlord's agent or her motives.

The landlord's agent doesn't know when there will be a plan for redevelopment, if ever. If the tenant doesn't want people asking him questions, he should direct the questioners to her and the management team. The landlord's agent questions how the management team at the park can be in control of the information being disseminated if the tenant continues to spread rumours and hearsay.

Analysis

The tenant filed an application seeking an order that the landlord comply with the *Act*, regulations or tenancy agreement pursuant to section 55 of the *Act*. Sections 55(3) and (4) of the *Act* state:

Director's authority respecting dispute resolution proceedings

(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.

- (4) The director may dismiss all or part of an application for dispute resolution if
- a) there are no reasonable grounds for the application or part,
 - b) the application or part does not disclose a dispute that may be determined under this Part, or
 - c) the application or part is frivolous or an abuse of the dispute resolution process.

In order to succeed in this application, the tenant must be able to show that the landlord is not complying with the *Act*, regulations or tenancy agreement. It appears from the tenant's testimony and written statement that the tenant feels the landlord is failing to provide him with "*quiet enjoyment*" of his home in the manufactured home park because his neighbours come to him looking for answers with respect to the future of the park. The remedy for this is for me to provide him with an order that the landlord provide him with "*something in writing that will allow him to believe that the investment in his home is safe and secure for the future*".

Section 22 of the *Act* states:

Protection of tenant's right to quiet enjoyment

22 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- a) reasonable privacy;
- b) freedom from unreasonable disturbance;
- c) exclusive possession of the manufactured home site subject only to the landlord's right to enter the manufactured home site in accordance with section 23 [*landlord's right to enter manufactured home site restricted*];
- d) use of common areas for reasonable and lawful purposes, free from significant interference.

I do not find the landlord has failed in any way to provide the tenant with quiet enjoyment. The tenant clearly stated he volunteered for the position of president of the homeowner's association and willingly put himself in the role of spokesperson for the group of homeowners. If the tenant does not wish to continue providing his neighbours with information, the tenant's solution is to tell them to ask the park management team. As the tenant clearly stated, he is the president of a "social" committee, not a formal park committee established under section 31 of the *Act*. The responsibility of providing information about future plans for the park lies with the park management team, not the tenant.

I find it irrational that the tenant seeks an order from an arbitrator to force the landlord to tell the tenant his future plans for the park. As a tenant renting a pad in a manufactured owner of a manufactured home park, the tenant does not possess any right to demand that the owner divulge his future plans for the park. Conversely, the landlord is not beholden to the tenant in any way. As the person who owns the manufactured home park, the landlord has the right to do whatever he chooses with it, within the bounds of the *Manufactured Home Park Tenancy Act*.

The landlord has stated in his email to the tenant on May 2, 2019 that he is considering the comments and suggestions made to him the night prior. He reiterates that he will do further research before proceeding with future plans or proposals. I find the landlord has provided the tenant with as much information that he had at the time. To be clear, I find the landlord is not bound to oblige the tenant with telling him his future plans; the landlord is only bound to follow the *Manufactured Home Park Tenancy Act* and obtain all the necessary permits and approvals required by law if he decides to convert the park.

In conclusion, I cannot force the landlord to provide the tenant with the “*something in writing that will allow him to believe that the investment in his home is safe and secure for the future*”. To be clear, as owner of the manufactured home park, the landlord has the right to seek to convert it if he complies with all of the rights and obligations as set out in the *Manufactured Home Park Tenancy Act*. Lastly, there is no requirement under the *Act* that the landlord provide the tenant with any prior notification of when he intends to do so.

I dismiss the tenant’s application as there are no reasonable grounds for the application, pursuant to section 55(4)(a).

As the tenant's application was not successful, the tenant is not entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The 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: March 02, 2021

Residential Tenancy Branch