



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OL, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords to have the tenant comply with the tenancy agreement and park rules.

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 tenant be ordered to comply with the tenancy agreement and park rules?

Background and Evidence

The parties agreed that the tenancy began in February 2018.

The landlords testified that the tenant is in breach of the tenancy agreement and park rules as they do not allow dogs in the manufacture home park, except for those that were already in the park when they purchased the manufacture home park.

The landlords testified that when they entered into the tenancy agreement that the tenant was fully aware that they do not allow dogs and went over the tenancy agreement and park rules with the tenant. Which the tenant stated that this would not be an issue as they have no pets.

The landlords testified that they were at the tenant's site in October 2020, to serve a notice of rent increase and they discovered the tenant had a dog. The landlords stated they attempted to speak to the tenant; however, the tenant was rude, swearing and slammed the door on them.

The tenant testified that due to unforeseeable circumstance of someone's home burning down and that they had no place for the dog to go, they took the dog on a temporary basis. The tenant stated that they are the only site that has a fully fence yard and that some how the dog escaped out of the yard and chased a cat. The tenant stated that the dog was returned at Christmas.

The tenant testified that it seems the landlords are making mountains out of mole hills.

The landlords responded they have not been able to verify if the dog has been removed.

Analysis

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

I have reviewed the tenancy agreement filed in evidence, clause 8 of that agreement reads in part,

“PETS unless permitted in this Agreement or in writing in advance by the landlord, the tenant must not keep or allow on the Site or in the Park any animal, including dog, cat, retille...”

In this matter, I am satisfied that the tenant has breach term 8 of their tenancy agreement when they allowed a dog to be on the site and in the manufacture home park. While I accept the tenant had this dog based on unfortunate circumstances; however, that was still a violation of the tenancy agreement and the park rules.

I accept the sworn testimony of the tenant that the dog is now gone; however, that has not been verified by the landlord.

As I am satisfied that the tenant was in breach of their tenancy agreement and park rules when they had this dog. I find it appropriate to make the following order against the tenant to ensure future compliance.

I order the tenant that they must comply with all terms of their tenancy agreement, this includes clause 8 and the park rules. Should the tenant breach the tenancy agreement, park rules or my Order, in the future, the landlord is entitled to issue a One Month Notice to End Tenancy for Cause.

As the landlords have been successful with their application. I find the landlords are entitled to recover the cost of the filing fee from the tenant. I grant the landlords a monetary order in the amount of **\$100.00**. This order may be enforced in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for an order to have the tenant comply with the Act is granted. The landlords are entitled to recover the cost of the filing fee from the tenant.

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 05, 2021

Residential Tenancy Branch