



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Four Green Properties 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 ("Application") under the *Manufactured Home Park Tenancy Act* ("Act"), for an Order for the Tenant to follow the Manufactured Home Park Rules; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord and the Park Manager, R.L. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 52 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that he served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on February 19, 2021. The Agent provided a Canada Post tracking number as evidence of service. The Agent also said that he handed the Tenant an extra copy of the Notice of Hearing documents in person more recently, to

ensure that the Tenant knew about the hearing. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Agent in the absence of the Tenant.

### Preliminary and Procedural Matters

The Agent provided the Landlord's email address in the Application, and he confirmed this in the hearing. The Agent said he did not know the Tenant's email address, and I confirmed that we would mail the Decision to the Tenant. The Agent said he would give the Tenant a copy of it, as well, to ensure that he received the Decision and any Orders.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order for the Tenant to Comply with the Park Rules?
- Is the Landlord entitled to recover the \$100.00 Application filing fee?

### Background and Evidence

The Agent confirmed the details of the Landlord's tenancy agreement with the Tenant, which states that the periodic tenancy began on December 3, 2000, with a monthly pad rent of \$210.00, due on the first day of each month. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$105.00, which was allowed at that time this tenancy started, and which the Landlord continues to hold.

In the hearing, the Agent said that the Landlord seeks an Order for the Tenant to comply with section 1(c) of the Park Rules, and which states:

#### **1. MANUFACTURED HOME AND SITE**

The manufactured home and site shall be attractively maintained by the Tenant and shall comply with all applicable laws, ordinances and regulations of the Province, District, and Municipality. . . .

. . .

(c) **Site Maintenance:** The Tenant must maintain the Site, the landscaping and the home in good repair and in a safe, neat, clean and sanitary condition....

. . .

The Agent referred to photographs he submitted of the Tenant's Lot in which there are items sitting between the Tenant's Lot 29 and his neighbour's Lot 28. These items and what could be classified as debris include: lumber, containers, and a variety of other unidentifiable blocks and debris that could be considered quite messy, and which could detract from the Park's appearance. I also find that it has the potential to seriously jeopardize a lawful right or interest of the landlord or another occupant.

In the hearing, the Agent said that he went by the Tenant's site in recent days and that "... the old Christmas tree and the pile of wood beside it is gone, but everything else is still there. It's a mess. I believe the car is uninsured, as well."

The Agent also said that the Tenant has a vehicle next to the home that does not appear to be insured. He cited section 7(d) of the Park Rules concerning the Tenant's responsibility in this regard. Section 7(d) states:

## 7. VEHICLES

...

(d) All vehicles in the Park or on the Site must be currently licensed and insured for use on public roads and be in operating condition.

...

The Agent said that the Tenant was warned about his non-compliance with the Park Rules in letters dated November 18, 2020 and January 13, 2021 that were taped to the door of the Tenant's home. The first letter dated November 18, 2020, states:

Attention: [Tenant]

Re: Unit 29

[Tenant] this is a letter of notice concerning the debris on Lot 29.

[Tenant], the park has some concerns that we require to be addressed concerning Lot 29. These items have been addressed and are never completed. This is a final deadline.

### 1. The yard

The area between Lot 29 and Lot 28 is a mess of a variety of debris. I've taken a couple of pictures to document it. This needs to be addressed.

**You have till November 30<sup>th</sup> 2020 to clean the yard up**

[R.L., Park Manager]

The letter dated January 13, 2021 says much the same; however, it also states:

This is a final deadline with a notice that if these items are not completed by the dates below, **we will take legal action.**

. . .

You have until January 31<sup>st</sup>, 2021 to complete the outside. **Failure to do so will result in legal action.**

The Agent noted that section 2 of the tenancy agreement states: "Tenant acknowledges reading and signing the Rules that form a part of this Lease, and acknowledges that they are reasonable and material and agrees to observe and be bound by these Rules."

The Agent also said:

In about the middle of the 2020, we distributed the Rules to the whole park. This Tenant has three Lots in the Park, and so if he missed one set of Rules then he got the other ones.

### Analysis

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

Section 26(2) of the Act states:

**26 (1) A landlord must**

- (a) provide and maintain the manufactured home park in a reasonable state of repair, and
- (b) comply with housing, health and safety standards required by law.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas.

I find that the Tenant signed the tenancy agreement, which states that he has read the Park Rules and acknowledged that they form part of that agreement. I also find that the Tenant was provided with a copy of the Park Rules within the last year. Further, he was warned in writing on two occasions that his non-compliance with maintaining the Lot "...in a safe, neat, clean and sanitary condition" would result in legal action. I also find that the Landlord gave the Tenant a reasonable amount of time to remove the debris

before initiating dispute resolution at the RTB.

Based on the evidence before me, I find that the Tenant failed to comply with the sections 1(c) and 7(d) of the Park Rules and section 26 of the Act. I, therefore:

1. **ORDER THE TENANT** to remove all debris from the area between Lots 28 and 29 **by June 15, 2021** to the reasonable satisfaction of the Park Manager, and to maintain that level of neatness and cleanliness during his tenancy; and
2. **ORDER THE TENANT** to remove all unlicensed and uninsured vehicles from the Manufactured Home Park **by June 30, 2021**, and to maintain only licensed and insured vehicles in the Park.

**The Tenant is cautioned** that failure to comply with the above Orders will entitle the Landlord to make a subsequent application(s) for compensation from the Tenant, pursuant to section 7 of the Act. It could also form cause for ending the tenancy, pursuant to section 40 and of the Act.

Given that the Landlord is successful in this Application, I award them with recovery of the **\$100.00** Application filing fee. The Landlord is authorized to deduct \$100.00 from the Tenant's security deposit in complete satisfaction of this award, and pursuant to section 65 of the Act.

### Conclusion

The Landlord is successful in their Application for an Order for the Tenant to comply with the Park Rules, the Act, regulation and/or tenancy agreement. The Landlord is also awarded recovery of the **\$100.00** Application filing fee, and is authorized to retain \$100.00 from the Tenant's security deposit in complete satisfaction of this award.

**The Tenant is Ordered** to remove all debris from the area between Lots 28 and 29 **by June 15, 2021** to the reasonable satisfaction of the Park Manager, and to maintain that level of neatness and cleanliness during his tenancy; and

**The Tenant is Ordered** to remove all unlicensed and uninsured vehicles from the Manufactured Home Park **by June 30, 2021**, and to maintain only licensed and insured vehicles in the Park.

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: May 14, 2021

---

Residential Tenancy Branch