



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: ORL
For the landlord: MNDCT OLC FFT

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for an order directing the tenant to comply with the Park Rules (Park Rules) of the Manufactured Home Park (MHP). The tenant applied for a monetary claim of \$1,000.00 for loss of quiet enjoyment, for an order directing the landlord to comply with the Act, regulation or Park Rules and to recover the cost of the filing fee.

Attending the hearing were the tenant, the landlord, PH (landlord), and the park manager, JM (park manager). The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The parties were also provided an opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed having been served with documentary evidence and the application from the opposing party, I find the parties have been sufficiently served as required by the Act.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the

hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their application, the most urgent of which is their application to compel the landlord to comply with the Act, regulation or Park Rules. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for the landlord to comply with the Act, regulation or Park Rules and the cost of the filing fee at this proceeding. The balance of the tenant's monetary claim is **dismissed, with leave to re-apply**.

At the outset of the hearing, the parties were advised that the tenant's application was being refused, pursuant to section 52 of the Act because their application for dispute resolution did not provide sufficient particulars of their claim, as is required by section 52 of the Act. I find the tenant failed to specify what specific part of the Act, regulation or Park Rules that they wanted the landlord to comply with. As a result, I refuse to hear the tenant's application as I find it would be prejudicial to the landlord to proceed with the tenant's application, when I am not satisfied that the tenant provided basic details of what they are alleging the landlord violated. Therefore, I grant the tenant leave to reapply but remind the tenant to provide sufficient particulars at the time they apply in the future.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Background and Evidence

The parties agreed that the tenancy began in 2009. There is no dispute that the Park Rules under #6 states as follows:

6. VEHICLES

Speed limit in the Park is 20 km per hour. Pedestrians and bicycles have the right of way.
Noisy vehicles, motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the Park.
Only 2 licensed vehicles shall be permitted per site.
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.
Automobile and boat repairs are not allowed on home sites.
No parking is allowed on Park streets or on lawns at any time.
Additional recreational vehicles, boats, utility trailers, large trucks (over 3/4 ton) and commercial vehicles must be kept in the storage compound (as available)

The landlord and tenant agreed that the tenant has parked the tenant's RV in their pad driveway (Driveway) since August 2021. The landlord testified that the tenant was

offered a parking space in the Parking Compound (Compound) in August 2021, but that the tenant refused to move their RV from their Driveway.

The park manager testified that as of the date of the hearing, there is no parking available in the Compound with a waiting list of 2 people ahead of the tenant. The tenant requested to be placed as the third person on the Compound parking waitlist.

The parties were advised that the Park Rules must be complied with under the Act and as a result, will address the Park Rules further below.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing.

Section 32 of the Act applies and states:

Park rules

32(1) In accordance with the regulations, a park committee, or, if there is no park committee, the landlord may establish, change or repeal rules for governing the operation of the manufactured home park.

(2) Rules referred to in subsection (1) must not be inconsistent with this Act or the regulations or any other enactment that applies to a manufactured home park.

(3) Rules established in accordance with this section apply in the manufactured home park of the park committee or landlord, as applicable.

(4) If a park rule established under this section is inconsistent or conflicts with a term, other than a standard term or other material term, in a tenancy agreement that was entered into before the rule was established, the park rule prevails to the extent of the inconsistency or conflict.

As the tenant confirmed they were aware of the Park Rules, I find the tenant failed to comply with the following Park Rule under #6:

Additional recreational vehicles, boats, utility trailers, large trucks (over 3/4 ton) and commercial vehicles must be kept in the storage compound (as available)

I find the tenant must not have their RV in their driveway and according make the following order pursuant to section 55(3) of the Act:

I ORDER the tenant to remove their RV from the Park property no later than **Sunday, February 27, 2022 by 5:00 p.m. Pacific Time.**

Failure to comply with my order may result in the landlord issuing a 1 Month Notice to End Tenancy for Cause (1 Month Notice), citing the following cause:

Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.

The parties confirmed that the tenant is also 3rd on the Compound waiting list for the Park.

Conclusion

The landlord's application is fully successful.

The tenant's application has been refused pursuant to section 52 of the Act. The tenant is at liberty to reapply. I note that this decision does not extend any applicable time limits under the Act.

The tenant has been ordered as noted above. Should the tenant failed to comply with my order, the landlord is at liberty to issue a 1 Month Notice.

This decision will be emailed to the parties as indicated above.

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: February 22, 2022

Residential Tenancy Branch