



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Border RV Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **OLC, MNDCT**

### Introduction

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

1. An Order for compensation for a monetary loss or other money owed pursuant to Sections 55 and 60 of the Act; and,
2. An Order for the Landlord to comply with the Act, regulations and tenancy agreement pursuant to Section 55(3) of the Act.

The hearing was conducted via teleconference. The Landlord's Manager, TC, and Witness, SP, and the Tenant, DL, and Advocate, JA, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

The Tenant testified that she served the Landlord with the Notice of Dispute Resolution Proceeding package for this hearing on November 27, 2021 by Canada Post registered mail (the "NoDRP package"). The Tenant referred me to the Canada Post registered mail receipt with tracking number submitted into documentary evidence as proof of service. I noted the registered mail tracking number on the cover sheet of this decision. I find that the Landlord was deemed served with the NoDRP package five days after mailing them, on December 2, 2021, in accordance with Sections 82(1)(c) and 83(a) of the Act.

The Tenant testified that she personally served her evidence on the Landlord on February 28, 2022. The Landlord confirmed receipt of the Tenant's evidence on February 28, 2022. I find that the Landlord was served with the Tenant's evidence on February 28, 2022 in accordance with Sections 81(a) of the Act.

The Landlord testified that he served his evidence on the Tenant by Canada Post registered mail on February 27, 2022 and March 3, 2022. The Landlord referred me to the Canada Post registered mail tracking numbers submitted into documentary evidence as proof of service. I noted the registered mail tracking numbers on the cover sheet of this decision. The Tenant confirmed receipt of the Landlord's evidence; although, one of the packages she picked up on March 9, 2022 as she had contracted Covid-19. The Tenant confirmed that she was agreeable to proceed with this hearing despite the late receipt of one of the Landlord's evidence packages. I find that the Tenant was deemed served with the Landlord's evidence on March 4, 2022 and March 9, 2022 in accordance with Sections 81(c) and 83(a) of the Act.

#### Issues to be Decided

1. Is the Tenant entitled to an Order for compensation for a monetary loss or other money owed?
2. Is the Tenant entitled to an Order for the Landlord to comply with the Act, regulations and tenancy agreement?

#### Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The current Manager stated he took over July 15, 2021. The parties confirmed that this periodic tenancy began on September 1, 2020. Monthly rent is \$558.25 plus utilities. The Landlord holds \$100.00 as a holdback for a hydro deposit as billing is one month behind the service.

The Tenant testified that troubles for her started at the park at the end of May 2021 after a park worker made sexually rude comments to the Tenant because she was limping.

Shortly after this comment, she was served with a rent increase in July 2021. When she refused to pay it, the park served a One Month Notice to end tenancy on her.

The Tenant claimed that on August 18, 2021, the Landlord served a Warning Notice on the Tenant for speeding in the park. The notice stated the speed limit in the park was 5 mph. The Tenant said she was not speeding. The Tenant stated the only people who speed in the park are the Managers.

The Tenant stated she received another Warning Notice on September 19, 2021. This notice stated that the Tenant walked into another resident's unit in the park without permission and without knocking. The notice says, "*Memo: no vistor [sic] or resident are permitted to trespass on another residents property without permission.*" This particular notice lists a police file number.

The Tenant believes the Landlord is retaliating against her because he lost a previous RTB claim where he tried to evict the Tenant on a One Month Notice to end tenancy for Cause, and the Landlord was not successful. She testified that many letters were written by park tenants which were orchestrated to base the claim to evict the Tenant.

The Tenant stated she is afraid to go out of her trailer and run into people at the park. When she needs to do her laundry, or pick up her mail, she does these tasks after midnight. She feels threatened by the new park managers.

On October 26, 2021, the Tenant testified that she went to the head office to pay her rent. She asked the park owner "*if they could wipe the slate clean and move forward amicably since the eviction notice was cancelled.*" He told her "not a chance", he still plans to evict her as soon as possible. One of the assistant managers was walking in, while the Tenant was walking out, and the Tenant asserted that she "*turned around to follow her out of the office and yelled after her that she was a 'f\_\_king idiot' and that 'no one in the park likes you'.*"

The Tenant received two Warning Notices on October 29, 2021 issued by TC. One for the event that occurred on October 26, 2021 when the Tenant went to pay her rent at the office, and a second one for sending abusive and harassing text messages to TC's partner's private cell phone on the same date.

The Tenant claims there are cameras pointed at her front door. She states that other park tenants are afraid to be witnesses for her case as they do not want to be next on the managers' eviction list.

The Tenant uploaded a letter dated December 4, 2021 from her doctor stating that:

*“external stressors have worsened [the Tenant’s] mental health and caused severe anxiety. Over the time that I have know her, she has always been proactive and compliant with her health care. Optimizising social factors will be very important for her long term well being.”*

The Tenant testified that she has never had any problems with anybody in the park. The Tenant stated that everyone were friendly neighbours, sometimes trading supper skills with gardening skills.

The Landlord's Manager testified that he does not like to hear that the Tenant is being harassed. The Landlord's Manager said they have not given the Tenant a rent increase. The Landlord's Manager said he has not defamed or bullied the Tenant. The Landlord's Manager also said he does not have any cameras pointing at the Tenant's door.

The Landlord's Manager provided documentation that he was an inpatient at the hospital from October 17 to October 19, 2021 and from October 24 to October 29, 2021. The Landlord's Manager stated that the Tenant feels harassed when she is issued Warning Notices.

The Landlord's witness, SP, said she got to know the Tenant's abusive side which SP states is due to her alcohol abuse. SP testifies that the Tenant is accusatory, exaggerates truths, verbally attacked her at the mailbox and other random and bizarre behaviour which she, again, states is due to her alcohol abuse. SP said when the Tenant is sober, she is wonderful.

SP said she has sleep apnea, and because of this she gained 80 lbs. SP testified that when the Tenant insulted her about her weight, it was humiliating.

SP said there are no cameras pointing at the Tenant's trailer. There is only another trailer. SP worries about the Tenant driving in the park when she is under the influence of alcohol, but as of late, she has not seen her doing this.

SP gave evidence that the Tenant was 'picking' on a mentally challenged park resident. SP stated it was not very nice, and the police would have to get involved to stop it. SP said, *'it should stop being shocking to me, she is comfortable being nasty, making accusations to men in the park, they cannot be alone with her.'*

The Tenant's advocate asked the witness if she has ever called the Tenant names. SP testified that she has not called the Tenant names, she said they have similar paths mixing methadone with alcohol. SP maintained this gets you into a different head space.

The Tenant's advocate asked SP if she sees the Tenant out often. SP stated she sees the Tenant out a couple times per week, and she sees her out during the day.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 22 of the Act specifies that a Tenant is entitled to:

### ***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.*

Aside from the Tenant's statement, the Tenant has not proven that the Landlord has cameras in the park pointing at the Tenant's front door. I do not find that the Tenant's privacy is being invaded in this way. As for speeding in the park, neither party has proven to me that any person is guilty of this transgression. Of course, for everyone's

safety, I do encourage the parties to ensure they are driving at the posted speed limit or less.

RTB Policy Guideline #16 addresses the criteria for awarding compensation to an affected party. This guideline states, *“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due.”*

RTB Policy Guideline #16 asks me to analyze whether:

- a party to the tenancy agreement has failed to comply with the Act, Regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and,
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

The October 26, 2021 event at the office, when the Tenant went to pay her rent sounds like a series of unfortunate events. The Landlord uploaded statements from the park owner and TC's partner, but neither individual came to the hearing to provide verbal testimony which could be tested by the Tenant. The Tenant's evidence that the park owner and TC's partner were, it seems, angrily abusive to the Tenant seems in line with angry feelings following the loss of the Landlord's RTB case earlier in October 2021. Warning Notices issued by the Landlord would definitely be normal practices in the Landlord's business, but rude and unprofessional conduct by the Landlord's owners and employees are not to be expected. I find the Tenant should be able to go to the Landlord's office, conduct her business of paying her rent and should not be harassed or treated badly. The Tenant only disclosed that this kind of treatment at the office happened one time.

The Tenant gave evidence that she is afraid to go out of her trailer and run into people at the park. When she needs to do her laundry, or pick up her mail, she does these tasks after midnight. She feels threatened by the new park managers. The Landlord's witness gave evidence that she understands the Tenant's actions as they have similar life paths. SP gave evidence that she sees the Tenant out a couple times per week, and she sees her out during the day. The Tenant's medical report sets out that the Tenant

suffers from medical conditions where external stressors worsen her mental health. The Landlord's witness gave evidence that the Tenant engages in alcohol use. The Tenant testified that she was very engaged in mental health classes, but after the treatment from the park owner and staff, she stopped participating in her mental health classes. I find the damage or loss the Tenant has experienced at the park is not as straightforward, and her losses are not significant as she came to this hearing with solid support to assist her.

I find that, at least, on October 26, 2021, the Tenant was badly treated by the park owner and staff, for which TC wrote up and signed a Warning Notice on the day he left inpatient care from the hospital and on account of this, the Tenant is entitled to nominal damages. RTB PG #16 states, "*Nominal damages are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.*" I find the park owner and staff breached Section 22(d) of the Act, specifically the Tenant's right to quiet enjoyment of the use of common areas for reasonable and lawful purposes (paying her rent), free from significant interference. I Order the Landlord to comply with the Act and I Order that the Tenant is entitled to \$100.00 nominal damages. Pursuant to Section 65(2) of the Act, the Tenant may deduct this amount from next month's rent due to the Landlord.

### Conclusion

The Tenant is granted \$100.00 in nominal damages and she may deduct this amount from next month's rent due to the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 4, 2022

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Residential Tenancy Branch