Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT

Introduction

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

- cancellation of a One Month Notice to End Tenancy for Cause dated September 2, 2022 (the "One Month Notice") pursuant to section 40; and
- authorization to recover the filing fee for this application from the Landlords pursuant to section 65.

The Landlords and the Tenant attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The Landlords were represented by legal counsel JC.

This application initially named only one of the Landlords, SDM. The parties agreed that JJM is also a Landlord. I have amended this application to include JJM pursuant to section 57(3)(c) of the Act.

The parties acknowledged receipt of each other's documents for dispute resolution. I find SDM was served with the Tenant's notice of dispute resolution proceeding package and documentary evidence pursuant to sections 81 and 82 of the Act, and JJM was sufficiently served pursuant to section 64(2)(c) of the Act. I find the Tenant was served with the Landlords' documentary evidence pursuant to section 81 of the Act.

All attendees were informed that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

Issues to be Decided

1. Is the Tenant entitled to cancel the One Month Notice?
2. Is the Tenant entitled to reimbursement of the filing fee?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony presented, only the details of the respective submissions and arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of this application and my findings are set out below.

The manufactured home site is a single pad on the Landlords' property which includes the Landlords' own primary residence. This tenancy commenced in 1996 and is month-to-month. Pad rent is $300.00 due on the first day of each month. A copy of the tenancy agreement renewed in 1999 has been submitted into evidence.

In summer 2016, the Tenant installed a small above ground pool on the rental pad. The Tenant subsequently replaced the pool with a larger above ground pool and deck.

According to the Landlords, the Tenant had installed the pools without any request, approval, or notification to them. The Tenant submitted that SDM had observed the Tenant set up the larger pool in October 2016 with no objections or complaints at that time.

On November 16, 2017, SDM emailed the Tenant requesting additional liability insurance for the pool. SDM expressed that he may be held liable as the property owner if the Tenant did not have proper insurance. The Tenant replied saying that he will look into liability insurance. The Landlords submitted signed warning letters to the Tenant dated November 21, 2017 and December 7, 2017, which reiterated the Landlords' request for liability insurance.

On December 11, 2017, the Tenant emailed SDM a copy of the Tenant's manufactured home insurance policy effective December 1, 2017, which states that "extended liability to above gorund (*sic*) pool" was "covered". The Tenant redacted the dollar amounts for the policy limits. SDM thanked the Tenant for providing the policy.

The evidentiary record shows little written communication between the parties until November 4, 2019, when SDM emailed the Tenant to request another copy of the Tenant's certificate of home insurance. SDM stated that it needs to include the swimming pool liability "like last time". The Tenant questioned why and expressed that his coverage did not change each year with renewal. SDM explained the Tenant's previous policy expired December 1, 2018 and had the policy limits redacted. The Tenant agreed to send proof of insurance when renewed for the next year.

On May 20, 2020, the Tenant emailed SDM a current policy with proof of insurance for the pool, and SDM acknowledged receipt.

On June 3, 2021, SDM emailed the Tenant to request a copy of the Tenant's current liability insurance for the pool, explaining that it is needed for the Landlords' property insurance renewal. The Tenant provided a current policy and SDM acknowledged receipt. This policy shows that the Tenant had $2,000,000.00 in comprehensive personal liability for the December 1, 2020 to December 1, 2021 policy period, and "extended liability to above gorund (*sic*) pool" was "covered".

On June 30, 2021, the Landlords emailed the Tenant expressing concerns that the liability risk to the Landlords due to the pool could be as much as $5,000,000.00. The Landlords stated that the pool was not in the tenancy agreement and had never been approved by the Landlords. The Landlords further stated that the regional district bylaws have specific requirements for swimming pools, such as fencing. The Landlords questioned whether they would get insurance coverage and warned that the Tenant may be responsible for costs to cover the Landlords.

On July 6, 2021, the Landlords emailed the Tenant to request that the Tenant stop using the pool and to provide the wordings for the Tenant's policy. The Landlords submitted email correspondence between JJM and their insurance advisor about getting coverage for the Tenant's pool. The Landlords submitted a letter from their insurance advisor dated August 25, 2021 which confirms a premium increase of $62.00 for the Landlords.

The Landlords submitted a letter from their insurance advisor dated July 9, 2021. This letter states that the Landlords' insurance underwriters have requested a fence to be put around the Tenant's pool within 60 days, or for the pool to be removed within 60 days by September 5, 2021, along with photographic proof.

On July 14, 2021, SDM emailed the Tenant with the following conditions to keep the swimming pool:

1. Approved perimeter fence installed by a qualified contractor with required permits, as well as photographic evidence by September 5, 2021
2. Annual letter or certificate of insurance with minimum of $3,000,000 liability coverage extended to the pool and pad
3. No use of pool until insurance requirements are met and approved
4. Signed legal waiver to waive all liability obligations resulting from use of pool against the Landlords
5. Costs to complete requirements at Tenant's expense

On July 19, 2021, the Tenant responded expressing surprise that the pool was now a problem after several years. The Tenant agreed to install a fence but noted that contractors he had reached out to were booked with big jobs until the fall, and none wanted to do a small job as the one being requested. The Tenant stated that the regional district did not require a permit for an above ground pool. The Tenant suggested applying for a permit and installing the fence themselves. The Tenant expressed that it was not otherwise possible to meet the Landlords' deadline. The Tenant denied that $3,000,000.00 in liability coverage was available. The Tenant's response to the Landlords' request for no use of the pool was "not sure about this one". The Tenant agreed to provide the signed waiver.

On July 28, 2021, SDM emailed the permit application and state of title certificate to the Tenant required for building the fence. On August 13, 2021, the Tenant emailed SDM stating that the fence was almost done and the papers for a permit had been handed in. On August 15, 2021, the Tenant emailed a copy of the waiver to SDM.

On August 17, 2021, the Tenant advised that the regional district will contact the Tenant in one or two weeks to book an inspection. SDM replied advising that the waiver sent by the Tenant was not acceptable because it included CD, a person who resides with the Tenant but is not on the parties' tenancy agreement. SDM stated that if the Tenant removes CD's name from the waiver document, he will send it to his lawyer for review.

On September 9, 2021, SDM emailed the Tenant for a couple of photos showing the fence and noted that the September 5, 2021 due date had passed. The Tenant replied on the same day with a photo and suggested the Landlords could take more themselves. The Landlords submitted an email from their insurance advisor dated September 9, 2021 asking for a follow-up regarding the fence and photos.

The Landlords submitted a property survey dated November 9, 2021 showing the pool, pool deck, and other enclosed additions to the manufactured home made by the Tenant.

On July 27, 2022, SDM emailed the Tenant requesting a copy of the Tenant's current insurance coverage and reminded the Tenant to provide a liability waiver for the pool. On August 9, 2022, SDM emailed the Tenant saying that the pool can no longer be allowed and must be removed immediately, as there is no way to exclude the Landlords from liability. The following day, SDM acknowledged receipt of the Tenant's insurance, but re-iterated that the pool had to be removed. SDM explained that both parties' policies could be void if there are any safety infractions, and the Landlords were not willing to accept the risk because they have no involvement with or control over the pool. On August 12, 2022, SDM emailed the Tenant to request removal of the pool by August 24, 2022, the renewal date of the Landlords' insurance.

In an email to the Tenant dated August 16, 2022, SDM mentioned that he never received any documentation from the Tenant or the regional district regarding the fence permit or inspection. The Landlords submitted a signed "final" warning letter to the Tenant dated August 17, 2022, which was mailed to the Tenant and not picked up.

On August 17, 2022, the Tenant emailed SDM stating that he thought SDM had received a completion for the fence, though that was not the case because the Tenant had inquired with the regional district and found that "apparently they dropped the ball". The Tenant stated that another inspector will be coming. The Tenant stated he was surprised that SDM did not follow up if it was "such a matter of life and death". The Tenant submitted an email from the inspector, GA, dated September 28, 2022. This email contains a building inspection report for the manufactured home site, which states that it was inspected on September 1, 2021, and that upon review, the pool fence satisfactorily complies with section 4.16 of the regional district zoning bylaw. The Landlords argued that the Tenant had dropped the ball by not following up.

On August 24, 2022, SDM emailed the Tenant advising that as it was the deadline for the pool to be removed, if the Tenant did not remove the pool that day a notice to end tenancy will be issued. The Tenant replied on the same day stating that the pool was empty of water so the liability concern is over. The Tenant stated in his email that he will not put his health at risk removing a fence the Landlords had him put up or take apart

the pool in the heat. The Tenant stated he will take down the pool at a later date. The Tenant submitted that he is 75 years old.

The Tenant acknowledged receipt of the One Month Notice on September 27, 2022. The One Month Notice is dated September 2, 2022 and has an effective date of October 31, 2022. The reasons for this notice are:

- Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The details of cause on the One Month Notice state (portions redacted for privacy):

> [The Tenant] has put the landlord's property at significant risk by installing a swimming pool on his rental pad. His pool creates an uncontrollable liability risk to the property and to the landowner's. [The Tenant] has caused a breach of a material term in our tenancy agreement by not having any written request or permission for the pool installation. In 2021, investigation by our insurance company identified that [the Tenant's] pool required a safety fence and gate. We found out that the [regional district] has specific pool fence requirements in our bylaws. On July 14 2021, I sent [the Tenant] an email letter with a list of requirements to fulfill in order for him to keep the pool with a completion deadline of Sept 5 2021, or the pool would have to be removed. [The Tenant] did not complete all of the requirements by the deadline. On August 9 2022, I sent [the Tenant] an email requesting him to remove the pool immediately due to all of the liability issues. On Aug 12 2022, I sent another email asking for confirmation that he received my previous email, and that he understands his pool needs to be removed, and I gave him a deadline of Aug 24 2022 to comply or I would be forced to escalate this with my lawyer and the tenancy board. On Aug 17 2022, I sent a signed letter by registered mail, of final notice to remove his swimming pool from our property. On Aug 24 2022, the pool was still there, so I sent [the Tenant] an email to remind him that today was the deadline, and if he did not remove the pool I would be sending him a notice to end tenancy. [The Tenant] replied on Aug 24 2022, stating "The pool is empty of water so your liability concern is over. There is no pool now. In this heat I will not be putting my health at risk removing a fence you had me put up or taking apart the pool. I will take down the pool at a later date". On Sept 2nd 2022, the pool is still there. Our insurance company has requested photographic evidence showing the pool is

> removed. [The Tenant] has not removed the pool from our property, but instead has spent his time retaliating with many demands and listing off other problems he has with us and his tenancy. These demands, and problems are each being dealt with as separate issues from this pool issue.

On October 4, 2022, the Tenant emailed SDM confirming that he had taken the pool down as promised. The Tenant included a picture showing the fence with the pool removed.

The Landlords submitted that the Tenant's installations were against the terms of the parties' tenancy agreement, did not conform to local bylaws, and did not meet fence and gate safety standards. The Landlords argued that they did not know about the Tenant's installations until after they had a property survey done in November 2021.

The Landlords referred to clause 10 of the tenancy agreement, which states that "no mobile home nor related improvement nor appurtenance including but not limited to fencing, entrance porches and steps shall be placed upon the demised premises which have not been first approved by the Landlord." The Landlords argued that the Tenant also breached items 5 (building code and bylaw) and 25 (tenant insurance) of the Rules & Regulations attached to the tenancy agreement. The Landlords submitted that the regional district requires building permits for swimming pools.

The Landlords argued that the Tenant's failure to comply with the Landlords' list of requirements resulted in their demand for the pool to be removed. The Landlords submitted that the One Month Notice was issued due to the Tenant's failure to remove the pool by their deadline. The Landlords argued that an empty pool beside a deck is still dangerous. The Landlords submitted that the Tenant removed his pool 41 days after their deadline under the threat of losing his rental pad and 7 days after the One Month Notice was served. The Landlords argued the Tenant used his time to retaliate with his own demands, threats, and ultimatums. The Landlords argued there are no valid reasons for the amount of time the Tenant "knowingly left the Landlords and himself at risk".

The Landlords argued that they still face ongoing risks from the Tenant's remaining pool deck and enclosed deck addition. The Landlords submit that this construction was done without their knowledge and without building permits or inspections. The Landlords argued that they are facing new risks due to the Tenant's retaliations.

The Tenant argued that an above ground pool with no water cannot harm anyone. The Tenant stated that he tried to get more insurance but was told the request is unusual and “doesn’t happen”.

The Tenant confirmed that a child lives with him and CD. JJM alleged that the child was hurt on the pool deck in April 2022. The Tenant explained that the child had been hurt when a friend swung a door towards him and the glass in the window broke. The Tenant denied that this had anything to do with the pool or the pool deck.

Analysis

1. Is the Tenant entitled to cancel the One Month Notice?

Section 40 of the Act permits a landlord to end a tenancy for cause upon one month’s notice to the tenant. Section 40(1) describes the situations under which the landlord will have cause to terminate the tenancy.

Section 40(3) of the Act requires a notice to end tenancy for cause given by the landlord to comply with section 45, which states:

> **Form and content of notice to end tenancy**
> 45 In order to be effective, a notice to end a tenancy must be in writing and must
> (a) be signed and dated by the landlord or tenant giving the notice,
> (b) give the address of the manufactured home site,
> (c) state the effective date of the notice,
> (d) except for a notice under section 38 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
> (e) when given by a landlord, be in the approved form.

In this case, I have reviewed the One Month Notice and find that it complies with the requirements set out in section 45 of the Act.

I find the Tenant was served with a copy of the One Month Notice on September 27, 2022 in accordance with section 81 of the Act.

Section 40(4) of the Act permits a tenant to dispute a one month notice to end tenancy for cause within 10 days of receiving such notice. Records of the Residential Tenancy Branch indicate the Tenant submitted this application on September 29, 2022. I find the Tenant made this application within the time limit required by section 40(4).

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

Sections 40(1)(c)(iii) and 40(1)(g) of the Act state as follows:

> **Landlord's notice: cause**
> 40(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies: […]
> (c) the tenant or a person permitted in the manufactured home park by the tenant has […]
> (iii) put the landlord's property at significant risk; […]
> (g) the tenant
> (i) has failed to comply with a material term, and
> (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so; […]

I will address each of these causes in turn.

a. Property at Significant Risk

I find the Tenant obtained insurance coverage for the pool in 2017, which the Landlords had accepted at the time. I find the Landlords were able to obtain insurance coverage relating to the pool themselves, albeit at an increased premium cost. I find the parties would not likely have been able to obtain insurance coverage if the pool put the Landlords' property at significant risk.

I accept the Landlords are concerned about liability relating to swimming pools generally. However, I find there is little evidence about the actual conditions of the Tenant's pool while it was there, such as any construction deficiencies or characteristics which would have caused the Landlords' property to be put at significant risk.

I find that in 2021, Tenant put up perimeter fencing, which received clearance from the regional district. I find the regional district would have been aware of the Tenant's pool due to the Tenant's communications with their office and GA's inspection of the fence. I find there is insufficient evidence to suggest that the regional district had considered taking or had taken action against either the Tenant or the Landlords due to the pool.

I find that in any event, the pool has been dismantled since October 4, 2022. I find there is insufficient evidence to support the Landlords' claim that the remaining pool deck also puts the Landlords' property at significant risk. Based on the details of cause in the One Month Notice and the Tenant's testimony, I accept that the issue was previously about the pool.

Therefore, I am not satisfied that the Tenant has put the Landlords' property at significant risk, warranting an end to the tenancy under section 40(1)(c)(iii) of the Act.

b. Material Breach

According to Residential Tenancy Policy Guideline 8. Unconscionable and Material Terms ("Policy Guideline 8"), a "material term" is "a term that the parties both agree is so important that the most trivial breach of that term gives the other party the right to end the agreement".

Policy Guideline 8 states:

> To determine the materiality of a term during a dispute resolution hearing, the Residential Tenancy Branch will focus upon the importance of the term in the overall scheme of the tenancy agreement, as opposed to the consequences of the breach. It falls to the person relying on the term to present evidence and argument supporting the proposition that the term was a material term.

In this case, I am not satisfied that the Tenant has breached item 5 of the tenancy agreement rules & regulations due to installing the pool. I do not find a swimming pool to fall under "porches, car ports, storage sheds, awnings, fences, cabanas and patios" as stated in item 5.

I find the Landlords have not demonstrated that item 25 of the tenancy agreement rules & regulations, which requires the Tenant to "maintain a policy of insurance for fire and extended coverage on their home as well as a general public liability policy", would have

been a material term of the agreement. I find there is insufficient evidence to demonstrate that the Landlords had ever asked the Tenant for proof of insurance prior to the pool issue. I find that in any event, the Tenant had home insurance and liability insurance including coverage for the pool since 2017, which was accepted by the Landlords for several years. Therefore, I do not find a breach of item 25 by the Tenant prior to 2017 to be sufficient basis for an eviction in the circumstances.

I accept that clause 10 of the parties' tenancy agreement, which prohibits improvements and appurtenance without the Landlords' approval, is a material term of the parties' tenancy agreement. I find that a clause about the placement of any mobile home nor related improvement or appurtenance on the site would have been important to the overall scheme of the agreement. I find the Tenant breached this clause by not obtaining the Landlords' approval prior to installing the pool.

Policy Guideline 8 states:

> To end a tenancy agreement for breach of a material term the party alleging a breach – whether landlord or tenant – must inform the other party in writing:
>
> - that there is a problem;
> - that they believe the problem is a breach of a material term of the tenancy agreement;
> - that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
> - that if the problem is not fixed by the deadline, the party will end the tenancy.
>
> (emphasis underlined)

I find there is insufficient evidence to that the Landlords had advised the Tenant in writing, prior to issuing the One Month Notice, that they considered the Tenant to be in breach of the tenancy agreement.

I find the Landlords were aware of the Tenant's pool by November 2017. I find the Landlords' letter dated November 17, 2017 stated that the Tenant did not have approval for the pool, but did not specifically cite clause 10 of the tenancy agreement.

I find SDM's email to the Tenant dated July 14, 2021 was written as a list of requirements for the Tenant to meet if he wanted to keep his swimming pool. I find this email did not include any warning to the Tenant that if the Tenant did not either meet the requirements for keeping the pool or remove the pool by September 5, 2021, the Landlords would be ending the tenancy. I find the Landlords had allowed the Tenant to have his pool for several years previously by providing proof of insurance coverage each year. Therefore, I am not satisfied that SDM's July 14, 2021 email constituted sufficient written notice under section 40(1)(g)(ii) of the Act.

Furthermore, I find the Tenant made good faith efforts to comply with the Landlords' requirements to keep his swimming pool. I find the Tenant applied for a fence permit with the Landlords' assistance and had the perimeter fence built. I accept the Tenant's evidence that the fence passed inspection on September 1, 2021, though a copy of the final inspection report was not received by the parties until the following year. I find the Tenant had a legal waiver drafted for the Tenant and CD to release the Landlords from any liability associated with the swimming pool. I find the Landlords rejected this waiver as it included CD as an additional releasor. I note it is unclear why having an additional release from an occupant would be disadvantageous to the Landlords. I find the Landlords acknowledged receipt of a picture of the completed fence taken by the Tenant on September 9, 2021. I find the Landlords did not clearly inform the Tenant that they did not consider him to have met all of their requirements despite having taken these steps, nor do I find the Landlords to have insisted that the pool be removed until August 2022.

I find that on August 12, 2022, SDM asked the Tenant to remove the pool by August 24, 2022, which was the Landlords' insurance renewal deadline. I find SDM emailed the Tenant on August 24, 2022 stating that if the pool was not removed that day, SDM will issue a notice to end tenancy. I find this email, combined with the parties' previous correspondence, would have allowed the Tenant to understand that his tenancy was at risk due to the installation of the pool without prior approval.

To determine what constitutes a "reasonable time" for a tenant to correct a material breach under section 40(1)(g)(ii) of the Act, I refer the decision of the Supreme Court of British Columbia in *McLintock v. British Columbia Housing Commission*, 2021 BCSC 1972 [*McLintock*] for helpful guidance. I note in that case the Court dealt with section 47(1)(h) of the *Residential Tenancy Act*, which has wording identical to section 40(1)(g) of the Act. The Court in *McLintock* found that:

[55] Applying the provision in s. 47(1)(h)(ii) requires more than noting that a deadline for curative action that was imposed by a landlord was not adhered to by the tenant; again, this statutory criterion must be applied and assessed objectively and independently by the arbitrator in light of all the circumstances before him or her. That is, s. 47(1)(h)(ii) required the Arbitrator to assess whether the time dictated by the Landlord was reasonable, given all the circumstances before him, including Mr. McLintock's specific circumstances including, for example, his advanced age, his disability, and his status as a long-term resident. Surely, a consideration of Mr. McLintock's disability and what efforts were made at accommodation is necessarily required in assessing whether the two-day deadline imposed by the Landlord was reasonable. I would also note that the record before the Arbitrator confirmed that the renovation work involved moving furniture. In any event, these are examples of what might have informed the question of a "reasonable" time frame to correct the material breach.

[56] Additionally, when construing the meaning of a "reasonable time" under s. 47(1)(h)(ii), arbitrators must have in mind the remedial nature of the RTA: see Interpretation Act, R.S.B.C. 1996, c. 238 at s. 8. Courts in this province have, on a number of occasions, confirmed that one of the main purposes of the RTA is the protection of tenants: *Berry and Kloet v. British Columbia (Residential Tenancy Act, Arbitrator)*, 2007 BCSC 27 at para. 11; *Henricks v. Hebert*, 1998 CanLII 1909 No. at para. 55, [1998] B.C.J. No. 2745 (S.C.); *Blouin v. Stamp*, 2021 BCSC 411 at para. 32. In *Berry and Kloet*, Williamson J. expanded on this notion:

> [11] I start from the accepted rules of statutory interpretation. I conclude that the Act is a statute which seeks to confer a benefit or protection upon tenants. Were it not for the Act, tenants would have only the benefit of notice of termination provided by the common law. In other words, while the Act seeks to balance the rights of landlords and tenants, it provides a benefit to tenants which would not otherwise exist. In these circumstances, ambiguity in language should be resolved in favour of the persons in that benefited group . . .
> [Citations omitted]

Simply put, in discerning what constitutes a reasonable amount of time for a tenant to correct an alleged breach of a material term, arbitrators must also bear this protective purpose in mind.

I find the Tenant promptly informed SDM on August 24, 2022 that the pool was empty and that the Tenant would be taking down the pool at a later date. I find the Tenant dismantled the pool on October 4, 2022. I accept the Tenant's evidence that he is 75 years old and did not want to risk his health by removing a fence and taking apart the pool in the heat. I find the Tenant is a long-term tenant who has resided on the property for 27 years. I find the Tenant had his pool for approximately six years with the Landlords accepting his insurance coverage for the pool for several years. Under these circumstances, I find the Tenant corrected the issue within a reasonable time after receiving written notice from the Landlords in August 2022, by having the pool drained by August 24, 2022 and dismantled by October 4, 2022.

I conclude that the Landlords have not established cause under section 40(1)(c) or (g) of the Act warranting an end to the tenancy. Accordingly, I order that the One Month Notice is cancelled and of no force or effect.

2. Is the Tenant entitled to reimbursement of the filing fee?

As the One Month Notice has been set aside on this application, I award the Tenant reimbursement of his filing fee under section 65(1) of the Act.

Pursuant to section 65(2) of the Act, I authorize the Tenant to deduct $100.00 from rent payable to the Landlords for the month of April 2023.

Conclusion

The One Month Notice is cancelled and of no force or effect. This tenancy shall continue until ended in accordance with the Act.

Pursuant to section 65(2) of the Act, the Tenant is authorized to deduct $100.00 from rent payable for the month of April 2023 on account of the filing fee awarded.

Moving forward, the Tenant is cautioned that he must not install any improvements or appurtenances on the manufactured home site without the Landlords' approval in accordance with the terms of the parties' tenancy agreement.

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 15, 2023

Residential Tenancy Branch