

DECISION

Introduction

This hearing dealt with the Tenant's Application on March 8, 2024, for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the "Act") for:

- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 55 of the Act

The Landlords filed a cross-application on April 4, 2024, under the Act for:

- an order requiring the Tenant to comply with the manufactured home park rules
- a request to recover their filing fee from the Tenant under section 65 of the Act

Service of the Proceeding Package

Neither party disputed service. I find all parties were served in accordance with the Act.

Issues to be Decided

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 55 of the Act?

Is the Landlord entitled to an order requiring the Tenant to comply with the manufactured home park rules?

Is the Landlord entitled to recover their filing fee under section 65 of the Act?

Facts and Analysis

Evidence was provided showing that this tenancy began on December 19, 2012, with a current monthly rent of \$300.00, due on the first day of the month.

Since 2007, park rules H.1 and H.3 have allowed short-term parking of RVs in areas designated by management with the Landlord's permission. However, the park rules do not explicitly state the frequency or duration that a tenant may park an RV in the park or whether it may be parked on their lot.

The Landlord says any Tenant may request and obtain permission to park an RV on their lot for short term loading and unloading of the RV.

There is a longstanding dispute between the tenant and the occupant of the unit next door since around 2016. The Tenant says their neighbor parks a large RV on their lot, blocking the Tenant's view from time to time. The Tenant is disturbed by the noise of the gravel the neighbors installed in place of the grass.

The written statement from the neighbor suggests the Tenant may suffer a loss of internet signal when the neighbor's RV is parked in its usual location for loading and unloading. The neighbor and the Landlord agree that the neighbor has permission to park the RV for loading and unloading and the neighbor has not contravened the park rules.

The Tenant says they feel like they are being bullied into leaving the park. The Tenant says things worsened when they wrote a letter dated June 20, 2023, in support of a fellow tenant who was having a hard time selling her older trailer. The Tenant now feels as though they are under surveillance from other tenants and that the Landlord ignores their concerns and treats them differently.

The Tenant says they attended an information session meeting with other owners of older mobile homes in the spring of last year, and those six tenants who attended the meeting were excluded from receiving annual Christmas gift cards.

The Landlord says they are not aware of the Tenant being bullied or harassed and that the Tenant should report any concerns of harassment to the police. The Landlord says tenants are not entitled to Christmas gift cards and they will give them to who they see fit. The Landlord says the Tenant's complaints about the sound of the gravel are unreasonable.

The Landlord says the Tenant is harassing other tenants of the park; encouraging other tenants to bring frivolous claims against the park; making frivolous complaints about other tenants; and failing to perform required property improvements, including painting their fence.

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 55 of the Act?

The Tenant claims a loss of quiet enjoyment under sections 22 and 23 of the Act and sections H1 and H3 of the park rules.

The Tenant requests that all RVs be banned from the park or that all tenants be allowed to bring their RVs into the park. The Tenant asks that the rules are updated to treat all tenants equally.

Policy Guideline 6 says a breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises.

I note that the Tenant's application only listed the loss of their view and the noise of crunching gravel as a disturbance. The Tenant did not claim an interruption in internet services. I leave it to the parties to discuss possible solutions to any interruption in internet services.

Even if the Tenant experiences a disruption to internet services in addition to a loss of view and noise disturbances, I find the Tenant has described a temporary discomfort or inconvenience that does not constitute a basis for a breach of the entitlement to quiet enjoyment. I find the disturbance caused by the neighbor's RV is brief and infrequent, and it is reasonable for the neighbor to park on their lot to load and unload their RV.

I find the park rules allow any tenant to park an RV on their lot on a short-term basis with permission. The Tenant has not presented any evidence to satisfy me that the park rules do not comply with the Act or that the Landlord has failed to comply with the Act by allowing tenants to park RVs on their lot for loading and unloading. Furthermore, the Tenant has not presented evidence that they have been denied a request to park an RV on their lot.

Although the Tenant has presented evidence of being treated differently by the Landlord, I find this treatment does not amount to a breach of the Act.

Therefore, I decline to make an order under section 55.

Is the Landlord entitled to an order requiring the Tenant to comply with the manufactured home park rules?

The Landlord requests orders that the Tenant cease harassing other tenants of the park; cease encouraging other tenants to bring frivolous claims against the park; cease making frivolous complaints about other tenants; and perform required property improvements, including painting their fence. The Landlord requests an order that the Tenant be evicted if they do not comply.

The Landlord says between 2017 and 2018 the Tenant harassed the neighbors by taking photographs of them and by placing large drawings of eyes inside their windows facing the neighbors' lot. The Tenant says the eyes were taken down years ago. I find the neighbor also took photos of the Tenant. I do not find sufficient evidence of harassment to make the requested order.

The Landlord says the Tenant posted a decal on the newspaper stand inviting tenants to complain against the Landlord. The Tenant says they did not post the decal. I do not find sufficient evidence to make any orders in this regard.

The Landlord listed complaints received from the Tenant as follows, one complaint in each of the years 2016, 2017, 2018, 2022, 2023, and 2024. I find the Tenant has the right to bring their concerns to the Landlord. Whether these complaints were founded or not, I do not find them frequent enough to warrant any orders in this regard.

The Landlord requests the Tenant paint the side of their fence facing the neighboring property. The Tenant says they are allowing the fence to weather in the style of “west coast silver.”

I find the Landlord has not proven the park rules require the fence to be painted. I note the Tenant says they plan to replace their windows this summer, and they will attend to painting the fence next summer when they can afford it. Therefore, I decline to make an order in this regard.

I dismiss this section of the Landlord’s application in its entirety.

Is the Landlord entitled to recover their filing fee under section 65 of the Act?

As the Landlord was not successful in their application, I find they are not entitled to recover the \$100.00 filing fee paid for this application under section 65 of the Act.

Conclusion

I dismiss the Tenant’s application in its entirety without leave to reapply.

I dismiss the Landlord’s application in its entirety without leave to reapply.

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: May 22, 2024

Residential Tenancy Branch