



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREEN BAY LANDING INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O, FF

Introduction

This matter dealt with an application by the Landlord for other considerations and to recover the filing fee for this application.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 7, 2017. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. The Landlord has applied to receive and order to enforce a park rule under the Manufactured Home Park Act.

Background and Evidence

This tenancy started on June 1, 2015 a month to month tenancy. Rent is \$442.30 per month payable on the 1st day of each month.

The Landlord said he issued 2 written warning letters dated October 20, 2016 and December 1, 2016 stating that the Tenant is not allowed to park his boat and trailer on the Tenants’ manufactured home site pad. Further the Landlord said the warning letter indicates the Park has a storage facility and the Tenant could park his boat in the storage area for \$35.00 per month. The Landlord continued to say the 2 warning letters were a follow up to a conversation he had with the Tenant in September, 2016 when he told the Tenant boat/ trailer parking are not allowed on his home site.

The Landlord submitted a copy of the Park Rules signed on June 27, 2015 by the Tenants and clause 4 of section 6 states “Storage of boat/trailer may be allowed by prior arrangement with the Manager”. The Landlord said the Park does not have a Park Committee so the Park Rules were developed and implemented by the owner of the Park when he purchased the Park in 2003. The Landlord said the owner has now given

him instructions to have all RV, trailers and boat/trailers to park in the storage area not on the individual sites.

The Landlord requested an Order for the Tenants to comply with the Park Rules which say storage of boat/trailers requires prior arrangements with the Manager. The Landlord said the Tenants were told not to park their boat/trailer on the home site and doing so is a breach of the Park Rules. Further the Landlord submitted a copy of the Park Rules Agreement signed by the Tenants on June 27, 2015 and it states that the Tenants understand that non-compliance with the rules can result in eviction. The Landlord said he has been instructed to have all the boat/trailers removed from the home sites and he is requesting the Tenants to comply with the Rules of the Park.

The Tenants said that when they purchased the manufactured home and took over the tenancy agreement they understood that boat parking on the site/pad was included because the previous owner had that privilege. The male Tenant said he understood that right was grandfathered to him. The Tenants said this is a boating community and there are many boats parked on the home sites so they are feeling that the Landlord is singling them out for some reason. The Tenants said they want to continue to park their boat/trailer on their home site.

On questioning the male Tenant he agreed that the Landlord had verbally told him in September, 2016 that he was not allowed to park his boat/trailer on the home site. Further he acknowledged he had received the two warning letters indicating he was not allowed to park his boat/trailer on their home site.

The Landlord said he believes there are 9 boats/trailers in the Park and in the off season 5 tenants park their boat/trailers in the storage area, 1 is off site and 3 are parking on the home sites. The Landlord said he is trying to deal with all the Tenants the same way and have all boat/trailers park in the storage area. The Landlord said he is not singling these Tenants out.

The Tenants said the old manager of the park who is now a tenant of the park is parking his boat on his home site and they believe he is not required to move it.

The Landlord said the owner and the previous manger made an arrangement to have his boat parked on the home site prior to the Landlord starting to work at the Park. The Landlord said he believes this is the only Tenant with this arrangement and it is because the previous Manager does not have water access at his home site.

The female Tenant said she believes it is their right to park their boat on the home site because they took over the tenancy and it is based on the previous tenancy agreement which is different from the new tenancy agreements.

The Landlord agreed there are different tenancy agreements in the Park but the Tenants signed and agreed to the Park Rules that were implemented in 2003. These

rules say boat/trailer parking may be allowed by prior arrangement with the Manager. The Landlord said the Tenants do not have an arrangement to park their boat/trailer on their home site. The Landlord continued to say the tenancy agreement says nothing regarding boat/trailer parking.

In closing the Tenants said they do not believe this is personal, but they are surprised this is an issue as it has never been an issue before. Further they like the convenience of having their boat parked on the home site and they do not want to spend the \$35.00 per month for storage. The Tenants said they do not think the rule is fair and it should not apply to them.

The Landlord said in closing boat/trailer parking is not part of the tenancy agreement it is part of the Park Rules and the Tenants signed and agreed to the Park Rules. The Landlord continued to say there is no grandfathering of rights in a tenancy agreement and each tenancy is dealt with individually. In this case the Tenants were told they there is no arrangement to park their boat on their home site. The Landlord said he will make arrangement if the Tenants want to park in the storage area.

The Landlord also requested to recover the \$100.00 filing fee from the Tenants.

Analysis

Park rules:

32 of the Act says: (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 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.**

This application by the Landlord is for a decision on the implementation of the Park Rules. I have read the Park Rules and the section in question is section 6 paragraph 4. The rule states "Parking of tents, travel trailers, RVs, motor homes, utility trailers and campers is forbidden on the mobile home site. Storage of boat/trailers may be allowed by prior arrangement with the Manager.

In this situation the tenancy agreement is silent with regrading boat/trailer parking so the Park Rules prevail. I also find there is no written evidence to support the Tenants' claim that parking the boat on the home site is a grandfathered right of theirs. The Tenants and the Landlord both agree that the Landlord told the Tenant in September, 2016 and then again in written in October and in December, 2016 that he was not allowed to park their boat/trailer on the home site. Further the Tenants and Landlord have not made any arrangement to park the Tenants boat/trailer in the Park. The Park Rule is clear on this process. "Storage of boat/trailer may be allowed by prior arrangement with the Manager". Given the Tenants do not have an arrangement to park their boat/trailer in the Park; I find for the Landlord and order the Tenant to remove the boat/trailer from the Park or make arrangements with the Landlord for the boat/trailer while in the Park.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the filing fee of \$100.00.

Conclusion

The Tenants are ordered to comply with the Park Rules and make arrangements for boat/trailer storage with the Landlord or remove the boat from the Park.

The Landlord will receive a Monetary Order for \$100.00 to recover the cost of the filing fee.

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

Dated: July 14, 2017

Residential Tenancy Branch