



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes O FF / MNDC OLC ERP PSF AAT

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- An application for an “other” remedy, specifically an order requiring the tenant to comply with the Act, regulation or tenancy agreement;
- authorization to recover the filing fee for this application from the tenant pursuant to section 65.

Tenant:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 55;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 27;
- an order to the landlord to provide services or facilities required by law pursuant to section 58;
- an order to allow access to or from the rental unit or site for the tenant or the tenant’s guests pursuant to section 70.

The hearing was conducted by conference call. All named parties attended the hearing. No issues were raised with respect to the service of the respective applications and evidence submissions on file.

Preliminary Issue – Partial settlement of dispute

The hearing was originally scheduled to be heard on January 8, 2019 but was adjourned to allow the parties to explore a potential settlement to the dispute.

At the outset of the adjourned hearing, the parties were successful in arriving at a settlement of all aspects of this dispute with the exception of the tenant's claim for monetary compensation.

Pursuant to section 56 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. The following final and binding terms form the settlement of all aspects of this dispute with the exception of the tenant's claim for monetary compensation:

1. The landlord agrees to permit the tenant to keep the structure of steps erected on the 3 foot easement on the side of the manufactured home so long as any part of the structure does not extend beyond the 3 foot easement.
2. The tenant maintains the entire structure is within the 3 foot easement with the exception of the cement blocks it rests on. The tenant agrees to kick over these cement blocks so the entire structure is within the 3 foot easement.
3. The tenant agrees to submit drawings of the structure of steps to the landlord so they could be kept on file to avoid future disputes.
4. The landlord agrees to provide the tenant with a written letter that the structure is permitted on this site and that no future action will be taken by the landlord in this regard.

Each party confirmed that this settlement agreement was reached voluntarily and that they understood the terms of the agreement. The above settlement terms are final and binding on both parties.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation for loss?

Background & Evidence

The tenant is seeking monetary compensation as a result of a breach of his quiet enjoyment in dealing with this ongoing dispute. The tenant submits that on May 11, 2018 he received three separate letters of complaint from the landlord. The tenant submits that none of these complaints were factual and were only issued in response to complaints the landlord received from his neighboring tenant who happens to be his cousin. The tenant testified that police have attended to his house 6 times dating back to September 2017 and submitted copies of the police reports. The police files were all in relation to an ongoing dispute between the cousins. The tenant submits that he has spent considerable time in dealing with the complaint letters and this is his sixth hearing on the matter. The tenant submits that the ongoing dispute over step structure has also affected the sale of his home.

The landlord testified that any time they receive a complaint from any resident in the park they take it seriously and take formal action to respond. The landlord submits they were only responding to complaints received and enforcing the rules of the park which were not properly enforced by the previous owner. The landlord submits the tenant has not been treated any differently than other residents in the park.

Analysis

Pursuant to section 22 of the Act, a tenant is entitled to quiet enjoyment of the rental unit including but not limited to rights to the following:

- reasonable privacy;
- freedom from unreasonable disturbance;
- 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*];
- use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Policy Guideline #6 "Entitlement to Quiet Enjoyment" provides the following guidance:

In order to prove a breach of the entitlement to quiet enjoyment, the tenant must show that there has been substantial interference with the ordinary and lawful enjoyment of the rental premises. This includes situations in which the landlord has directly caused

the interference or was aware of the interference but failed to take reasonable steps to correct it.

I find the tenant has provided insufficient evidence in support his claim that there has been a substantial interference with the ordinary and lawful enjoyment of his rental premises which would warrant monetary compensation. This is not the sixth hearing in regards to this matter as suggested by the tenant. There was only one hearing pertaining to this particular dispute; however, I do note that it was adjourned and/or rescheduled a number of times. Neither of the adjournments or rescheduled hearings were due to the fault of the parties. The parties were involved in one previous dispute which was initiated by the tenant. Therefore, the time spent by the tenant in dealing with this matter does not constitute a breach of his quiet enjoyment by the landlord. The tenant has not provided any evidence in support of his claim that this ongoing dispute affected the sale of his home. With respect to the police reports involving his neighbor, I find that these were all just minor nuisance and trespassing related complaints initiated by the two cousins who are also neighbors against each other. I find there is insufficient evidence in these reports that there has been a substantial interference with the tenant's enjoyment of his property.

Conclusion

The parties reached a partial settlement to this dispute the terms of which are outlined above.

The tenant's application for monetary compensation is dismissed 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 *Manufactured Home Park Tenancy Act*.

Dated: February 27, 2019

Residential Tenancy Branch