ACTIVE MANUFACTURED HOME OWNERS ASSOCIATION

THE VOICE FOR MANUFACTURED HOME OWNERS IN BC SINCE 1971

INFORMATION SHEET

MANUFACTURED HOME PARK RULES

Many landlords believe that the new Act gives them the right to make any sort of rules they wish and we will have to live with them. This is only partly true. Provisions for landlords unilaterally making and enforcing new rules have the potential for making life very confusing and unpleasant in our communities and make selling our homes much more difficult. Some of the rules the landlords are trying to force on us will lead to false expectations and have the potential to pit neighbor against neighbor and home owner against landlord.

When we look at the Act, we see that in section 32 (4), it says that "*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 extend of the inconsistency or conflict."* This is quite clear.

All terms and rules, old and new, must meet certain criteria. They must not conflict with Federal, Provincial or Regional laws or bylaws and specifically cannot conflict with any provisions in the Manufactured Home Park Site Tenancy Act and its Regulations or any other enactment that applies to a manufactured home park (this would include bylaws in your taxation area). See sections 6 (3) and 32 (2).

> An example of a conflict with the Manufactured Home Park Tenancy Act would be: "A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the Residential Tenancy Agreement. It is understood and agreed that a single violation shall be good cause for a notice to end a Residential Tenancy Agreement."
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> Our Act in section 40 (g) (ii) tells us that the landlord must give written notice of what was not complied with and give a reasonable time to do so.

Any term that is 'unconscionable' is not enforceable. The Regulations define 'unconscionable' as a "term that is oppressive or grossly unfair to one party". After reading a number of park rules, it is clear that a great many of these rules are oppressive and/or grossly unfair to the home owner.

> Examples would be a park rule such as: "No manufactured home shall be sold with the understanding that the buyer may retain the same lot, unless written approval has been first obtained from management.", or "Rumors and gossip have no place in the park and there will be a zero tolerance policy", or "Management may refuse residency on the grounds

of lifestyle of potential residents of the Park and management shall be sole judge of the appropriate lifestyle."

The Regulations in section 30 put further restrictions on the types of rules a landlord can unilaterally establish, change or repeal. These include:

- The rules must be reasonable in the circumstances
- Promote the convenience or safety tenants
- Protect and preserve the condition of the park or landlord's property
- Regulate access to or fairly distribute a service or facility
- Regulates **pets in common areas. Common area** is defined in the Act as 'any part of a manufactured home park the use of which is shared by tenants, or by a landlord or one or more tenants'. . Pets already living in the park when the rule is made are 'grandfathered' under the Regulations section 31.
- Rule applies to all tenants in a fair manner.
- Rule is clear enough that a reasonable tenant can understand how to comply with it.
- Does not change a **material term** of the tenancy agreement.

Material Terms and unconscionable are explained in the Tenancy Branch Guideline #8. Just because the landlord put in the agreement you signed that certain (sometimes all) terms are material does not make that a fact. To determine whether or not a term is 'material' an arbitrator will focus on the importance of the term in the agreement as opposed to the consequences of the breach.

> An example of an unclear rule could be: "Any shrubs or trees planted by the Resident become, upon planting, the property of the Owner and are considered fixtures, not to be removed without the prior consent of the Management." If the shrub or tree belongs to the Landlord upon planting, should the landlord then take over care (feeding, watering, pruning etc.) of his property? The rule is silent on this important area. Could this be an implied condition flowing from the 'gift' to the landlord?

Do not sign anything you do not agree with. If a landlord threatens you with eviction for not signing agreement with new rules, please get the threat in writing and forward a copy to us. If the landlord refuses to give this in writing, then make notes as to the day, time, who was present, wording of threat, etc. and give us a copy. We need this information to make sure laws affecting us are fair and do not put us into an abusive situation.

Good, responsible landlords will work with elected home owners association representatives to make the community a pleasant place to live. Get organized, form a home owner association with elected representatives. We will be pleased to attend your meeting – time and financial constraints permitting.

If you do get an eviction notice for breaking rules, immediately apply to dispute this eviction notice. Let an arbitrator decide if breaking a rule is grounds for losing your home the investment in it. Be sure to send us copies so that we can keep track of what is happening and work towards change.

NOTE: THE ABOVE ARTICLE IS PROVIDED FOR INFORMATION PURPOSES ONLY.