



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *OPC, CNC, FF*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Manufactured Home Park Tenancy Act*.

The landlord served the tenant with a one month notice to end tenancy for cause. The landlord applied for an order of possession and a monetary order to recover the filing fee. The tenant applied for an order to set aside the notice to end tenancy.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Does the landlord have cause to end the tenancy? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on January 01, 1997. The tenant pointed out that for most of the 12 years since the tenancy began, there were no problems. The problems started in the last year, caused mainly by the tenant's sub tenant and her visitors. The landlord issued two warning letters to the tenant on March 13 and April 17, 2009.

Despite receiving warning letters, the problems continued and on May 01, 2009, the landlord served the tenant with a one month Notice to End Tenancy for Cause. The reasons cited on the notice were that the tenant significantly interfered with or disturbed other occupants, seriously jeopardized their health and safety, adversely affected their quiet enjoyment and breached a term of the tenancy agreement.

The landlord filed 27 letters of complaint from the other occupants of the Home Park which included reports of suspicious activity, money changing hands, speeding, unregistered guests, threats to other residents, noise disturbances at all hours of the night, arguing, visits by police, arrests of tenant's visitors and total disregard for the Home Park guidelines on the part of the tenant and his visitors. The other residents of the Park stated that the activities of the tenant and his visitors caused them to fear for their safety and for the safety of their children.

The tenant stated that he had rented a room to a female friend who was the source of most of the problems. She had visitors who did not comply with the noise and speeding regulations and other guidelines of the Home Park. He has since let this tenant go and the landlord agreed that the disturbances and problems are reduced since her departure.

The tenant stated that he is diabetic and was in the hospital during the month of March and since his return to the Park, is making efforts to minimize the number of visitors to his unit thereby reducing the chances of disturbing the other occupants of the Park.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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.

During this hearing, the parties confirmed that they had reached an agreement to settle these matters. The landlord agreed to withdraw her application for an order of possession and allow the tenancy to continue, on the following conditions:

1. The tenant and his visitors will keep the peace and not cause any noise or other disturbances on Park property. The tenant agrees to the landlord's 'zero tolerance' requirement of no disturbances in the Home Park community;

2. The tenant and his visitors will abide by the speed limit regulations of the Home Park, and will not engage in any unlawful activity;
3. The tenant will refrain from having visitors coming and going all through the night;
4. The tenant will not associate with any visitors or occupants of the Home Park that are disruptive and/or disrespectful of other occupants;
5. The tenant will not permit or allow other individuals / occupants to reside in his home / site over 21 days without registering such individuals / occupants with the Home Park Office;
6. The tenant will read, sign and abide by the revised guidelines for the Home Park, dated April 2009, a copy of which, will be provided to the tenant, by the landlord;
7. The tenant requests that he be allowed to have his agent KD represent him in conversations with the landlord;
8. The tenant and landlord agree that any further breach of the Act, or the Tenancy Agreement will give rise to the landlord serving the tenant with another Notice to End Tenancy for Cause;
9. The parties will exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

The terms and conditions of the above agreement are binding on both parties.

Conclusion

The landlords Notice to End dated May 01, 2009 is set aside and is of no effect. The tenancy will continue as per the terms of the above agreement. As the parties were able to settle the matter, I decline to award the landlord recovery of the filing fee for the cost of this application.

As no further action is required on this file, these files are closed.

Dated June 15, 2009.

Dispute Resolution Officer