



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

CNC & FF

Introduction

This hearing dealt with the tenants' application disputing a one month Notice to End Tenancy for Cause on the basis that the tenants' have breached a material term of the tenancy agreement and have not corrected the breach in a reasonable amount of time.

Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Issues(s) to be Decided

Should the one month Notice to End Tenancy for Cause be set aside?

Background and Evidence

This tenancy began over ten years ago. Neither party had any accurate information on the exact start date of the tenancy. The current pad rent is \$247.00 a month and there is no written tenancy agreement.

On May 1, 2009 the landlord served the tenants with a warning letter requesting that their pad yard be cleaned, the skirting on the manufactured home is painted and requesting that the tenants' school bus park on the pad is removed. The landlord set June 1, 2009 as the deadline.

On May 27, 2009 the tenants wrote the landlord indicating the following:

"Yard clean up is complete, hopefully to your satisfaction. Please notify us otherwise. Painting of the skirting is not complete due to lack of funds since one of us is currently unemployed. We would be move that happy to paint the skirting if you could provide the paint...Removal of the Bus/RV has not been completed due to the fact that you removed the RV parking area that existed with the previous owners...we would be more than happy to remove the Bus/RV if you could provide us with a secured parking area."

[Reproduced as written]

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In response to this letter the landlord served the tenants with a one month Notice to End Tenancy for Cause on June 2, 2009.

The landlord confirmed in the hearing that the tenants have cleaned the yard to their satisfaction and that the skirting to the manufactured home has been painted. However, the remaining issue is the parking of the tenants' bus. It is the landlord's position that this vehicle is not a recreation vehicle (RV) and it is unsightly and should be removed from the property.

The tenants dispute the landlord's position and argue that the landlord has no reason to have the bus removed. Although the tenants acknowledged that the bus is largely used for extra storage, they will be using it for some camping shortly. The tenants pointed out that the rules and regulations do not exclude the right to RV parking and that the landlord previously provided parking for recreational vehicles. The tenants questioned how the landlord can change these rules and end the tenancy on this ground.

Analysis

I grant the tenants' application and set aside the one month Notice to End Tenancy as the landlord has failed to establish how the tenants have breached a material term of the tenancy agreement.

I accept the tenants' evidence that the landlord previously provided RV parking and that the current rules and regulations provide that an RV can be parked at the pad site. It is the landlord's opinion that the tenants' bus is not an RV; however, this is only an opinion and is not sufficient grounds for ending this tenancy.

Although neither party provided a copy of the park rules and regulations both agreed that the rules did not provide any definition of what is an RV. I find that the landlord has failed to show how the tenants have breached a material term of their tenancy agreement.



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Conclusion

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*. I set aside the one month Notice to End Tenancy for Cause. This tenancy will continue with full force and effect.

As the tenants' application has been successful I Order that the landlord reimburses the tenants' the \$50.00 filing fee paid for this application. The tenants' may deduct \$50.00 from the next month's rent in satisfaction of this Order.

Dated: July 27, 2009.

Dispute Resolution Officer