Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNLC, FF

Introduction

This hearing dealt with an application by the tenants for an order setting aside notices to end their tenancies. Both parties were represented at the conference call hearing.

Issues(s) to be Decided

Does the landlord have grounds to end these tenancies?

Background and Evidence

The manufactured home park in question was purchased by the landlord in February 2009. On or about October 23, 2009 the landlord served the tenants with one year notices to end tenancy pursuant to section 42 of the Manufactured Home Park Tenancy Act which provides as follows.

> 42(1) Subject to section 44 [tenant's compensation: section 42 notice], a landlord may end a tenancy agreement by giving notice to end the tenancy agreement if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

The directors of the corporate landlord testified that the landlord is in the business of resort development and has never had as part of its business plan an intention to operate a manufactured home park. The directors testified that the landlord intends to

leave the land vacant and has no immediate plans to develop it in any way, making it unnecessary to obtain any permits or approvals. The landlord entered into evidence the zoning bylaw applicable to the property which shows that maintaining the property as vacant land is not prohibited.

The tenants did not suggest that the landlord was acting in bad faith and did not dispute that the landlord had a bona fide intention of leaving the land vacant. The primary thrust of the tenants' argument was that they had not anticipated that the manufactured home park would not continue to operate for a long time to come and that to permit the notices to end tenancy to take effect would work a great hardship upon them.

Analysis

In order to establish grounds to end the tenancy, the landlord must prove that there is a bona fide intention to convert the manufactured home park to a non-residential use and that the landlord has all required approvals and permits to do so. I accept that the landlord is permitted under the zoning bylaw to leave the land vacant and I further accept that no permits or approvals are required to accomplish this. I find that the landlord has established grounds to end the tenancy and I dismiss the tenants' applications to set aside the notices to end tenancy. As a result, the tenancies will end pursuant to the notices or, if the parties are able to agree, on another date negotiated by the parties.

While the closing of the manufactured home park may present a significant hardship upon the tenants, this is not a relevant consideration under the Act. I note that no evidence was led showing that any of the tenants have a fixed-term lease agreement in place with the landlord.

Conclusion

The tenants' applications are dismissed. The tenants will bear the cost of the filing fees paid to bring their applications.

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: December 18, 2009