



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC

Introduction

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions to me. I have considered all of the evidence and testimony provided.

Preliminary Matter

The landlord entered the hearing just prior to the scheduled start time of 10:30 a.m. The tenant entered the hearing at 10:34 a.m. During the hearing the tenant was disconnected from the conference call. At this point I ceased hearing testimony from the landlord and attempted to have a Telus operator call the tenant. The tenant then attended at the landlord's office and was given a telephone to use, at which point the hearing resumed.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End for Cause issued on November 22, 2009, served pursuant to section 40(1) of the Manufactured Home Park Tenancy Act (Act), should be set aside.

This tenancy commenced over 3.5 years ago; the landlord became agent approximately three years ago when she moved into the Park. The parties agreed that the tenant does not possess a copy of the Park Rules. The landlord stated that they are in the process of updating the Park Rules.

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenant was required to vacate the rental unit on December 31, 2009. The reasons stated for the Notice to End Tenancy were that the tenant has; allowed an unreasonable number of occupants in the unit; that the tenant or

a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; that the tenant has engaged in illegal activity that has or will damage the landlord's property, that tenant has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant; that the tenant has engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord and that the tenant has caused extraordinary damage to the property.

The landlord presented the following evidence and arguments to support the Notice to End Tenancy for Cause:

- That the tenant has two vehicles remaining on his lot and that unlicensed or uninsured vehicles are not to be on the property;
- That the tenant uses a saw in his home in order to cut firewood and that he uses the saw after 10 p.m. which disturbs other residents of the Park;
- That the tenant has outbursts of anger which are witnessed by other residents of the Park, many of whom are seniors that find this behaviour frightening;
- That the tenant allows too many people to come and go from his home at all hours of the day and night, which results in a disturbance to other Park residents;
- That there is a suspicion that drug use may be occurring in the tenant's home;
- That the tenant has allowed his yard to become unsightly;
- That the tenant allowed a broken water tap run into his yard for at least three weeks without reporting this to the landlord, resulting in an excessive amount of water being released onto the property.

The tenant testified that he does have an anger problem and that he understands if other people witness his outbursts they could become frightened. There is no evidence before me that any individuals have been threatened by the tenant; only that outbursts have occurred outside of the home in what is described as the result of the tenant becoming frustrated.

The landlord stated that she has not given the tenant any written notice of the problems that caused her to issue the Notice, but that she has had a number of discussions with the tenant. The landlord could not provide specific dates of these discussions or any warnings given to the tenant that the tenancy could end.

The tenant stated he became aware of the possibility of an end of tenancy when he received the Notice on November 22, 2009. The parties agreed that after the Notice to End Tenancy was issued they did enter into a written agreement that the landlord would assist the tenant with yard clean-up and in obtaining firewood; but that freezing temperatures and snow have caused a delay.

Analysis

During the hearing I found that the Notice to End Tenancy for Cause issued on November 22, 2009 was of no force or effect as the tenant has not been given adequate warning that his behaviour could result in an end to the tenancy. I also based this decision upon confirmation by the landlord that they are willing to provide the tenant with an opportunity to adjust his behaviour and to meet the standards required within the Park.

During the hearing the landlord agreed that a copy of the most recent Park Rules would be immediately given to the tenant and that any updated Rules will be provided as required by the Act and I find that this must occur by January 18, 2010.

During the hearing I explained some suggested options for communication of problems between parties and the clarity that is provided when concerns are placed in writing. I also explained to the tenant that the landlord is required to ensure that all other residents of the Park are provided with an environment that does not disturb their right to quiet enjoyment.

The tenant stated that he will remove one of his two vehicles from the Park; the landlord agreed that the tenant may keep one vehicle on the property.

The tenant must use this decision as a warning that a breach of Park Rules or the requirements of the Act could lead the landlord to issue warning letters and/or to further action under the Act.

I have enclosed a copy of the Guide for Landlords and Tenant in British Columbia for reference by each party.

Conclusion

The Notice to End Tenancy for Cause issued on November 22, 2009 is cancelled and of no force or effect. The tenancy will continue.

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: January 13, 2010.

Dispute Resolution Officer