



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy issued to them for cause by the Landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me, however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that at the outset of the hearing both parties explained they had submitted documentary evidence, yet there was none contained in the file, in particular a copy of the Notice to End Tenancy.

The Tenant explained he had brought in a copy of the Notice to End Tenancy when he filed his Application. The Landlord had a copy of the Notice in their evidence package and the Tenant suggested we refer to that. The Tenant and the Landlord agreed that the evidence could be faxed in at this time, and I allowed that to occur. The Tenant had already received a copy of this evidence prior to the hearing. The Tenant testified he had no documentary evidence to submit and would rely on his oral evidence.

I also note the Tenant had a witness appear at the hearing, although it was unnecessary to hear from this person.

Issues(s) to be Decided

Is the one month Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

This tenancy began in March of 2004, with the parties entering a written tenancy agreement. The Tenant was also provided with a copy of the community guidelines which contained the park rules. Under section C, paragraph 1, the Tenant was required to maintain the home and home site in a neat, clean, sanitary and safe condition. In section g, paragraph 1, the Tenant is allowed a maximum of three operative and insured vehicles on the site.

The parties had been involved in one prior Dispute Resolution hearing, in November of 2007. I will refer to that as the “Earlier Hearing” in this Decision.

In the Earlier Hearing the Tenant had been found to be in breach of the Act and the tenancy agreement by not keeping his rental site clean. On November 21, 2007, the Tenant was ordered to comply with the Act and tenancy agreement and given specific orders to do certain things, including but not limited to, move a fridge inside the trailer, to remove goods and materials from the deck, and to store items he intends to keep out of sight and in an organized fashion. These tasks were to be done by December 15, 2007.

The Landlord’s communication log indicates that on December 21, 2007, the Tenant was reminded that the site still needs to be cleaned up, and the Tenant was warned that the Landlord may seek an order of possession to have him removed from the site.

On April 11, 2008, the Tenant was cautioned in writing about a vehicle on the driveway with flat tires and a snow shovel being used as a brake.

On May 8, 2008, the Tenant was cautioned in writing about a vehicle parked on the street improperly.

On May 12, 2008, the Tenant was verbally cautioned about removing “junk” on the deck of the trailer and around the home site. He was also cautioned about the number of vehicles stored there.

On September 18, 2008, the Tenant was requested to clean the exterior of the trailer, remove a tarp from the carport, clean up the carport area, reminded about the maximum number of vehicles allowed and to remove a boat stored on the roof of the trailer.

In October of 2008, an Agent for the Landlord did an inspection at the property and took photographs. There are tires and wheels, old chairs, building materials, a vehicle

bumper, pallets, and much other debris stored on the site and around the trailer. A written caution to the Tenant indicates that at this time there were six vehicles on the property, four of which were motorcycles. The Tenant testified that these photographs were misleading, as he was in the process of removing many of these items and the debris when they were taken.

In February of 2009, the Tenant was sent another caution letter advising the home site is, "... an absolute disaster." He is advised to clean up the site.

In April of 2009, the Tenant is warned in writing again about the messy home site. He is reminded this is an ongoing concern for all his neighbours and guests.

On October 22, 2009, the Tenant was given another written caution to clean the site and remove debris.

On November 20, 2009, the Tenant was given another written caution about storing building materials and other items on the roof of the trailer. He is also cautioned about a white tarp at the rear of the home.

On March 31, 2010, the Tenant is again given a written notice to clean the site and remove debris, among other requests.

I note that in several of these communications, the Landlord reminded the Tenant of the Earlier Hearing and was warned him that he could face eviction.

On April 16, 2010, the Tenant was served with the one month Notice to End Tenancy he is applying to have cancelled.

The Agent for the Landlord testified that the Tenant would address some of the problems following each of the warnings, however, he would then bring in more items and store them around the site.

The Tenant testified that the white tarp at the back of the site is not visible. He testified he has received permission to park some of his vehicles on other sites in the park. He acknowledges he has several vehicles and motorcycles.

The Tenant testified the main problem he has with the Notice to End Tenancy is that it is vague and not specific as to what must be done. He testified he has removed items from the roof of the trailer and that he has cleared debris from the site. He wants the

Landlord to be more specific at what needs to be done in order to comply with the park rules and his tenancy agreement.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Notice to End Tenancy is valid and should not be cancelled.

I find the Tenant continues to be in breach of the order from the Earlier Hearing by failing to store items he intends to keep out of sight and in an organized fashion.

I further find the Tenant exhibits a pattern of repeatedly breaching the tenancy agreement and park rules by not keeping the home and rental site in a neat, clean and safe condition.

Therefore, having ordered that the Notice to End Tenancy is valid and should not be cancelled, I dismiss the Application of the Tenant. I note I made this oral decision during the hearing.

Following my dismissal of the Tenant's Application, the Agent for the Landlord orally requested an order of possession. Under section 48 of the Act, I must grant that request. The Landlord requested the order be effective on July 1, 2010.

Therefore, I grant the Landlord an order of possession effective at **1:00 p.m. July 1, 2010**. This order may be enforced in the Supreme Court of British Columbia.

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: June 10, 2010.

Dispute Resolution Officer