



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPC, MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession for Cause and a Monetary Order for compensation for loss or damage under the Act or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on September 10, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is the Landlord entitled to compensation for damage or loss and if so how much?

Background and Evidence

This tenancy started on February 1, 2005 as a 1 month to month tenancy. Rent is \$356.00 per month payable in advance of the 1st day of each month.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated July 11, 2010. He served the Notice on July 11, 2010 by registered mail. The Tenant refused the registered mail package on July 16, 2010 at 16:30 p.m. and the package was returned to the sender. The landlord said that he issued the Notice to End Tenancy as the Tenant had significantly interfered and unreasonable disturbed other tenants and she had breached a material term of the tenancy agreement. The Landlord submitted a written complaint letter from one of the other tenant at the Park in his evidence package. The letter of complaint stated 10 concerns regarding the Tenant, two of the concerns were in contradiction of the tenancy agreement and tenancy addendum. These were the Tenant's cats are uncontrolled outside of the rental unit and the Tenant is posting derogatory signs about the other tenants. The landlord said that there had been previous issues with the Tenant about her cats and posting signs so he made an addendum to the tenancy agreement which both the Landlord and Tenant signed on June 22, 2007, stating that the Tenant would keep the cats indoors or under control in her yard and that the Tenant would not post any signs without approval of the management. The Landlord continued to say the Tenant is still letting her cats out,

Residential Tenancy Branch
Ministry of Housing and Social Development

because the cats are not controlled they have caused the other tenants damage to their homes and there is a problem with the Tenant's cats defecating on other tenants' lots. The Landlord said the Tenant leaves food out that attracts the feral cats and racoons, which has added to the problem. The Landlord continued to say that he traps the feral cats, which the tenant is opposed to and as a result the Tenant has been posting signs saying that "the tenant in #7 traps cats". The Landlord said this is not true; he does all the trapping, the tenant in #7 does not trap cats. The landlord says the signs that the Tenant posts are derogatory and offend the other tenants. As a result of this written complaint and a telephone complaint from the neighbouring property about posting signs and graffiti on their road, the Landlord issued the 1 Month Notice to end Tenancy for Cause, dated July 11, 2010, with an effective vacancy date of September 1, 2010. The Landlord said he has tried to work with the Tenant, but the Tenant continues to breach material terms of the tenancy agreement and tenancy addendum. The Landlord has provided written evidence including pictures of signs and previous letters to the tenant requesting her compliance with the Manufactured Home Parks rules and regulations. The Landlord said the Tenant has continually broken the rules and regulations of the Park and she has offended other tenants in the Park. The landlord said she has ignored the 1 Month Notice to End Tenancy for Cause and she is living at the rental address.

The Landlord requested an Order of Possession with an effective vacancy date of December 1, 2010 to allow the Tenant enough time to make arrangements to move or sell her manufactured home.

The Landlord continued to say that he is requesting a monetary order for \$100.80 for costs to clean up signs and graffiti caused by the Tenant. The Landlord submitted a copy of a bill addressed to the Tenant for \$100.80 clean up costs in his evidence package. As well, the Landlord is asking to recover the filing fee for this proceeding from the Tenant.

Analysis

Section 40 (1) (c) says a landlord may end a tenancy by giving notice to end tenancy if the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the manufactured home park.

I find that the Landlord has submitted sufficient evidence specifically the letter of complaint by another occupant of the Park and the landlord's telephone notes regarding damage to the neighbour's property to show grounds for his application for an Order of Possession. The letter of complaint specifically identifies the Tenant's cat are not

Residential Tenancy Branch
Ministry of Housing and Social Development

controlled, they are causing damage and the cats are a significant nuisance to the other occupants in the Park.

In addition to the cat complaint both the letter of complaint and the telephone notes indicate the Tenant has defaced property with graffiti and put up signs that are derogatory to the other occupants of the Park. The Landlord has established this is not the first time the Tenant has been warned and ordered to stop putting up signs. He provided letters and a previous Residential Tenancy Branch Order to stop the Tenant from posting signs, but the Landlord says the Tenant has not stopped posting signs.

Section 40 (1) (g) says a landlord may end a tenancy by giving notice to end tenancy if the tenant has failed to comply with a material term of the tenancy agreement and has not corrected the situation in a reasonable amount of time.

I find that the landlord has provided proof that the Tenant has breached material terms of the tenancy agreement, section F pets "Cats are permitted but must remain indoors at all times" and the tenancy addendum point 1 "I agree that my cats will be kept within my mobile home at all times or under my control in my yard". It is apparent that the cats are not inside the mobile home at all times or under the Tenant's control in her yard by the testimony of the landlord and the letter of complaint of the other tenant.

In addition I find the tenant has breached the material term of the tenancy addendum #3 which states the Tenant will not post signs of any nature other than a realtor's signs in her window. It is clear from the photographs submitted in the evidence that the Tenant has posted numerous signs and they are derogatory to other occupants of the Park.

I find that the Tenant has breached a material term of the tenancy agreement and tenancy addendum and has significantly interfered with or unreasonably disturbed another occupant of the manufactured home park and has not applied to dispute the Notice to End Tenancy within the prescribed time limits. Consequently, I find pursuant to s. 48 (2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect on December 1, 2010 after service of it on the Tenant.

I also find that the Landlord is entitled to recover the costs to clean up the posted signs and graffiti caused by the Tenant, in the amount of \$100.80.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for money owing as following:

Costs of damage or loss	\$100.80
Recover Filing Fee	<u>\$ 50.00</u>
Total	\$150.80



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

An Order of Possession effective December 1, 2010 and a Monetary Order in the amount of \$150.80 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) 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*.

Dispute Resolution Officer