

## **Decision**

**Dispute Codes:** CNC, MNDC, OLC

### **Introduction**

This hearing dealt with an application by the tenant for cancellation of a 1 month notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / and an order instructing the landlord to comply with the Act, regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the tenancy began on August 1, 1997. The only tenant named on the tenancy agreement is "AC." The understanding is that "AC's" son, "DC" is an occupant of the manufactured home and has been so since approximately July 2009. Presently, monthly pad rent is \$814.00.

As a result of various concerns arising from the tenancy, the landlord issued a 1 month notice to end tenancy for cause dated November 30, 2010. The notice was served in person on "AC" on that same date. A copy of the notice was submitted into evidence. The reasons shown on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed another occupant or the landlord.

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Subsequently, the tenant filed an application for dispute resolution seeking, amongst other things, to have the notice to end tenancy set aside.

During the hearing the parties very respectfully exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

### **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 56 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord agrees to have the 1 month notice to end tenancy for cause set aside, such that the tenancy continues in full force and effect;
- that “AC” and “DC” will create drawings for fencing proposed to replace the “chicken wire fencing” referred to in the landlord’s “Amended Letter” dated November 26, 2010;
- that “AC” and “DC” will meet with the landlord to review, consider and make any changes deemed necessary to the proposed fencing, in order to ensure that it complies with all applicable “Rules and Regulations” at the manufactured home park;
- that the above meeting will take place in the Office of the manufactured home park at 10:00 a.m. on Monday, January 10, 2011;
- that “AC” and “DC” will make every effort to complete the installation of the approved fencing by not later than Thursday, March 31, 2011;

- “shrubs:” that actions already undertaken by “AC” and “DC” have remedied this aspect of the landlord’s concern as set out in the “Amended Letter” dated November 26, 2010;
- “metal frame:” that by way of storing this beneath the manufactured home, the tenants have resolved this aspect of the landlord’s concern as set out in the “Amended Letter” dated November 26, 2010;
- “ladder:” that the landlord will address concerns about this directly with the owner / tenant of unit # 166, who “AC” and “DC” understand is the owner of the ladder;
- “light at rear:” that this will remain permanently turned OFF and, at such time as it may be replaced, it will be replaced with a light that is activated by way of a motion detector;
- that by way of acknowledging the several concerns about his conduct in particular, “DC” undertakes to be more aware of the impact of his conduct on other residents in the manufactured home park, and further undertakes to modify his conduct accordingly; such concerns are related to, but are not necessarily limited to, observing the speed limit within the manufactured home park, taking photographs around and about the manufactured home park, and speaking / behaving in a non-threatening and respectful manner with other residents in the manufactured home park;
- that, moving forward, “AC” and “DC” undertake to comply with all Rules and Regulations at the manufactured home park, recognizing that they may be amended from time-to-time;
- that, moving forward, “AC” and “DC” will undertake to address any specific concerns in writing to the landlord which pertain to the Rules and Regulations, or other matters concerning the management of the manufactured home park, or neighbours;

- that the landlord will raise the caretaker's awareness around privacy concerns and proper notice of access to the subject manufactured home;
- that the above particulars comprise full and final settlement of all issues in dispute which arise from this tenancy, and which are presently before me.

Section 65 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the tenant's claim for miscellaneous costs associated with preparing for the hearing is hereby dismissed.

### **Conclusion**

Following from the above, the notice to end tenancy is hereby set aside and the tenancy continues uninterrupted.

DATE: December 20, 2010

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Dispute Resolution Officer