

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant on March 4, 2011 seeking to set aside a Notice to End Tenancy for cause served on March 1, 2011.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be upheld or set aside.

Background and Evidence

This manufactured home park tenancy began in February of 1996. Pad rent is \$459.06 per month. While neither party submitted a copy of the Notice to End Tenancy in question, they were in agreement that it had been served.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served following two separate incidents leading to complaints by a neighbouring tenant. In addition, the park manager stated that it had also been driven by persistent complaining by the applicant tenant after the manager had given her assurance that the matter in question had been addressed.

On the first of two instances involving the neighbour, the tenant had accosted him with loud and profane language, blaming him for her pipes having frozen three days earlier when snow had fallen off his shed roof apparently onto her water supply line.

The neighbour stated that he would have remedied the matter immediately if the applicant had advised him of her concern and he noted, quite logically, that the snow that had fallen over the water line would have been more likely to insulate it rather than causing it to freeze.

On the prior matter, the applicant tenant had berated the witness over an unlicensed vehicle on his site, the matter on which she had continued to complain to the park manager even after being assured that the complaint had been addressed.

The park manager also gave evidence that she had served the applicant tenant with a Notice to End Tenancy last summer for playing her music too loud and disturbing the neighbours. She stated that the tenant had responded to the notice and the loud music had stopped.

The witness stated that he had also been repeatedly disturbed by the applicant tenant speaking in loud rants on her telephone, noting that the walls of the recreational units are very thin and do not contain loud noise..

The applicant tenant had stated that, if she had been advised of the degree to which she had been disturbing the neighbour, she would have corrected her behaviour.

The neighbour has since been relocated to another site that became available.

Analysis

I find that the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property” as set out at section 47(1)(d)(i) among the reasons for which landlord may service Notice to End Tenancy for cause.

However, in the absence of a prior warning letter, the fact that relocation of the neighboring tenant has abated his concerns, and on the tenant’s promise to be more respectful of other tenants and the park manager, I will set the notice aside.

However, I do so with strong caution to the tenant that she has come perilously close to eviction and in this instance and that any further disruptive behavior may very well result in the end of this tenancy.

Conclusion

The Notice to End Tenancy is set aside and the tenancy continues.

March 22, 2011