



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, OPT, FF

### Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a Notice to End Tenancy for Cause, to Order the landlord to comply with the Act, regulation, or tenancy agreement, to obtain an order of possession of the rental unit; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the tenant entitled to cancellation of the Notice to End Tenancy?

Is the tenant entitled to an Order for the landlord to comply with the Act, regulation, or tenancy agreement?

Is the tenant entitled to an Order of possession?

Is the tenant entitled to recover the filing fee?

### Background and Evidence

The landlord testified that the tenant was caught by the police for operating a grow-up last September. He stated that he served the tenant with a 1 Month Notice to End Tenancy and that the tenant filed for dispute resolution. The landlord explained that the hearing did not take place because the parties reached an agreement in which they signed an Agreement to End Tenancy effective November 1st, 2010. The landlord then

stated that the parties agreed to sign a new fixed term agreement starting November 1<sup>st</sup>, 2010 and ending on June 30<sup>th</sup>, 2011 rather than participating in the original hearing. In his documentary evidence, the landlord provided a License to Occupy signed by both parties, wherein they agreed that occupancy would end September 30<sup>th</sup>, 2011 for the purpose of selling the trailer, but that from June 30<sup>th</sup>, 2011 the tenant could not live in the unit.

The tenant testified that she has been renting the park for the past twenty two years, and that that this landlord is discriminating against her. She states that the grow-op was her daughters', that it was a small amount for medicinal purposes only, and that the police did not lay any charges. She said that she realized it was an error, and that she signed the subsequent agreements because she was ill and not in her right frame of mind. She said that she feels threatened by the landlord; she stated that she has discovered that her roof leaks because of his trees and that now the trailer is not sellable until she fixes the roof. She says that she has health issues; that there is no longer growing marijuana on the property; and that she would like to live in the unit without pressure from the landlord, and to exercise her right to continue to live there without having to sell.

### Analysis

There was no dispute with the documentary evidence that the parties signed an agreement concerning the tenancy; the fixed term tenancy ended June 30<sup>th</sup>, 2011 and the License to Occupy specifies that the tenant must move out by June 30<sup>th</sup>, 2011 and the site must be vacated by September 30<sup>th</sup>, 2011.

These agreements are contracts of adhesion drawn by the landlord.

If the tenant wished to rent from the landlord under any other terms than those specified in the agreements, she ought not to have signed the agreements. Once signed, the tenant is obliged to accept the terms of the agreements without modification. Since the

signing of these latest agreements, I find that the original 1 Month Notice to End Tenancy is void and of no effect.

The tenant said that she felt threatened by the landlord; however her allegations were non-specific and lacked detail. I heard no evidence that the landlord breached the Act and therefore I find no reason to order the landlord to do so.

At the hearing, the landlord did not make an oral request for an order of possession pursuant to Section 48(1) of the Act; if necessary, the landlord may make an application for dispute resolution and request an order of possession.

### Conclusion

The tenant's application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 18, 2011.

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Residential Tenancy Branch