



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a 1 Month Notice to End Tenancy for Cause.

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

Should the landlord's notice to end tenancy be set aside?

Background and Evidence

The rental unit consists of a mobile home in a manufactured home park. Pursuant to a written agreement, the tenancy started on May 14th, 2008. The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause on October 12th, 2011, with an effective date of November 18th, 2011. The notice states for reason that the tenant significantly interfered with or unreasonable disturbed another occupant or the landlord.

In his documentary evidence, the landlord provided six statements from neighbours who described problems with the tenant's behaviour, specifically that he mows his lawn late at night; that he accuses and confronts neighbours without reason; that he plays music loud; that he intrudes into neighbour's property; that he appears to be under the

influence of liquor or drugs; and that he threw stones at neighbouring homes. Four of the statements described an incident on October 9th, 2011, where the tenant had a confrontation with ambulance drivers, and that police were called and took him to the hospital.

R.C. testified that the tenant's erratic behaviour has increased with time, until the neighbours in the park are not concerned for their safety. He said although he never warned the tenant in writing concerns regarding his behaviour were addressed last year orally by the landlord and the maintenance worker without success.

In his application to dispute the landlord's notice to end tenancy, the tenant argued that he never received any previous verbal or written notice that his behaviour was unsatisfactory. The tenant's advocate stated that there may have been a language barrier between the tenant, the landlord and the maintenance worker, and that the tenant may not have understood that he had been warned verbally. Both the landlord and the maintenance worker spoke at the hearing and stated that none of the other occupants in the park have trouble understanding them, and confirmed that they did meet with the tenant and gave him verbal warning.

The tenant testified that the accusations are pure fabrication; he stated that they are prompted by a neighbouring tenant as a vendetta for turning down his sexual advances. The tenant alleged that he is confident that this neighbour has instigated this dispute. He said that he never received anything from the landlord in writing; he said that the incident of October 9th, 2011 actually happened on October 2nd, and that on that occasion he had a nervous breakdown. He confirmed that he is on medicinal marijuana, but that the neighbours have no reason to be afraid.

Analysis

There is nothing in the Act requiring a landlord to first give written notice prior to issuing a 1 Month Notice to End Tenancy. The tenant's testimony was vague concerning the allegations; although he summarized it all as pure fabrication, it was clear during the hearing that confrontations did occur to a degree. Further, I find on the preponderance of the evidence that the tenant does behave in a disturbing manner by confronting neighbours, and that on whether on October 2nd or October 9th, 2011 the tenant did significantly disturb other occupants in the manufactured home park. I am not convinced by the tenant's suggestion that all statements provided in the landlord's evidence were fabricated and written solely at one neighbour's behest. This escalation of events leading to ambulance and police interventions in my view provided the landlord sufficient cause to serve the notice to end tenancy.

Accordingly the tenant's application to cancel the notice is dismissed.

Conclusion

Section 48(1) of the *Manufactured Home Park Tenancy Act* states:

"If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

- (a) The landlord makes an oral request for an order of possession, and*
- (b) The director dismisses the tenant's application or upholds the landlord's notice."*

Since the tenant's application is dismissed and the landlord made an oral request for an order of possession during the hearing, the landlord is entitled to an order of possession.

Section 46(2) of the Act states that if the effective date in the notice is earlier than the earliest date permitted under the applicable section, the effective date is deemed to be the earliest date that complies with the section.

When a landlord issues a tenant with a 1 Month to End Tenancy, under Section 46(3) the effective date is deemed to be the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement; therefore the effective date of the end of the tenancy in this matter is changed to November 30th, 2011.

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: November 14, 2011.

Residential Tenancy Branch