



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OPC, FF

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated June 10, 2012, a copy of which was submitted into evidence. The Notice indicated that the reasons for terminating the tenancy were that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord and engaged in illegal activity that is, or is likely to, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The hearing was also to deal with a cross application by the landlord seeking an Order of Possession based on the One Month Notice to End Tenancy for Cause.

Both parties appeared and gave testimony in turn.

Issue(s) to be Decided

The tenant is disputing the basis for the Notice and the issues to be determined based on testimony and evidence is:

- Is the landlord entitled to an Order of Possession based on the One-Month Notice to End Tenancy? **or**
- Should the Notice be cancelled on the basis that the evidence does not support any one of the causes shown?

Burden of Proof: The burden of proof is on the landlord to show the notice was justified under the Act.

Background and Evidence

The tenancy began in November 2010 and the rent is \$370.00.

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The landlord testified that there was an incident that occurred on June 9, 2012 in which loud arguing could be heard coming from the tenant's manufactured home and later on

a person, who was evidently living with the tenant, cause a commotion in the park disturbing and alarming other residents. The landlord testified that offensive language was used and others were subjected to verbal abuse. The landlord testified that the individual was banished from the park on the basis of her conduct.

The landlord testified that the tenant, or people associated with the tenant, repeatedly caused other concerns, such as frequent late-night visitors, unsightly junk and vehicle stored in the yard, and starting the motor of a dirt bike. According to the landlord, the problems kept recurring, despite verbal warnings from the landlord reminding the tenant that such conduct violates park rules.

The tenant testified that the incident involving her guest's misbehavior occurred without the tenant's knowledge or involvement and she immediately addressed the problem by asking this individual to leave. The tenant testified that there has never been a recurrence of similar conduct by any of her guests since then. The tenant disputed the other allegations made by the landlord, but acknowledged that she was aware of the importance of following park rules and made a commitment to do so.

Analysis

In regard to the cause put forth as warranting termination of the tenancy under section 40(1)(d)(i) of the Act, I find that the landlord must prove that the tenant or associate of the tenant significantly interfered with or unreasonably disturbed others.

I find that the testimony from both parties confirmed that the incident on Jun 9, 2012 did occur and I also find that this was a violation of the Act because it interfered with the quiet enjoyment of the landlord and other residents in the park. However, I find that the problem was promptly dealt with by the tenant and the landlord.

I find that the one incident as described, would not sufficiently meet the threshold to qualify as a valid basis for terminating the tenancy.

With respect to the other transgressions and park violations described, I find that in this tenancy, problems such as these have historically been handled through verbal warnings and that no written cautions have been issued to the tenant nor accurate records kept by the landlord.

I find that, should conduct of this nature persist, it may result in the successful termination of this tenancy for cause. However, I find that there is an expectation that the landlord must be prepared to maintain records of the offensive conduct and any park violations and issue written warnings when warranted.

With respect to the second reason given on the One Month Notice to End Tenancy for Cause , that is that the tenant, "*engaged in illegal activity that is, or is likely to, adversely affect the quiet enjoyment , security , safety or physical well-being of another occupant or the landlord*", I find that no evidence was presented that would support this allegation.

Based on the evidence, I find that the One-Month Notice to End Tenancy for Cause is inadequately supported by evidence, and must be cancelled.

However, I find that the tenant has now been sufficiently warned that if the tenant, or associates of the tenant, engage in conduct seen as significantly interfering with or disturbing others, it will jeopardize the tenancy and may result in termination of the tenancy. The tenant indicated that she is also aware that park rules must be followed and made a commitment to do so.

Conclusion

In light of the above, I hereby order that the One-Month Notice to End Tenancy dated June 10, 2012 be cancelled and of no force nor effect.

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 11, 2012.

Residential Tenancy Branch