



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was convened in response to an application filed by the tenant seeking to cancel a Notice to End Tenancy given for Landlord's use of the property.

Both parties attended the hearing.

Issue(s) to be Decided

Has the landlord met the burden of proving he has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park?

Background and Evidence

The landlord did not submit any documentary evidence with respect to this matter. The landlord testified that he does not need permits or approvals to convert the home park. The landlord testified that the park is not making any money and it requires extensive repairs to the services and facilities. The landlord testified that the park should be a recreational vehicle park not a mobile home park however, the landlord says the tenants in the mobile home park have made such a mess of the site that no one would want to vacation there as it now is. The landlord testified that he does not have the funds or the will to invest further monies into the site.

Counsel for the tenant submitted that they do not believe that the landlord is acting in good faith and that he has deliberately let the mobile home park site deteriorate.

Analysis

The *Manufactured Home Park Tenancy Act* states that a landlord may end a tenancy for Landlord's Use of Property:

42 (1) Subject to section 44 [*tenant's compensation: section 42 notice*], a landlord may end a tenancy agreement by giving notice to end the tenancy agreement if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

(2) A notice to end a tenancy under this section must end the tenancy effective on a date that

(a) is not earlier than 12 months after the date the notice is received and is 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, and

(b) if the tenancy agreement is a fixed term tenancy agreement, is not earlier than the date specified as the end of the tenancy.

If, as the landlord says, no permits or approvals are required I would expect to have received some evidence of this lack of requirements issued by the local authorities. However the landlord has submitted no documentary evidence at all. Further, accepting his testimony, I think it is reasonable and probable to conclude that the landlord wishes to end this tenancy because he no longer wishes to pay for repairs and maintenance.

Overall I find that the landlord has failed to prove that he is acting in good faith and that he intends to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

Conclusion

The tenant's application is allowed, the Notice to End Tenancy issued in this matter is cancelled. The effect of this decision is that this tenancy shall continue as though no notice had been served. As the tenant has been successful in this application he is entitled to recovery of the filing fee he paid for this application. In order to realize this sum the tenant is at liberty to deduct \$50.00 from his next rental payment.

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: September 13, 2012.

Residential Tenancy Branch