



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding San Stree Investment Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant attended with a representative and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated July 30, 2013 be cancelled?

Background and Evidence

The tenant rents a manufactured home site in the landlord's manufactured home park in Chilliwack. The tenancy began in 2001. The landlord served the tenant with a Notice to End Tenancy for cause dated July 30, 2013. The Notice required the tenant to move from the home site by August 31, 2013. In the Notice to End Tenancy the landlord claimed that the tenant has caused extraordinary damage to the site or park, that the tenant has not done required repairs of damage to the site and that he has breached a material term of the tenancy agreement that was not corrected within a reasonable time. The landlord's complaint is that the tenant's site is cluttered with debris and construction materials and that the tenant has failed to rectify the problem after repeated notices to do so. The landlord also said that the tenant's manufactured home lacks proper skirting around the base that could lead to freezing of water pipes. The tenant applied for dispute resolution to dispute the Notice to End Tenancy. In his application he said that he requires more time to complete repairs and noted that he relies on disability income to support himself.

The landlord submitted photographs of the property and copies of communications to the tenant. The landlord said that the communications to the tenant about his unit date from March, 2011. The landlord submitted a copy letter dated April 29, 2011 asking the

tenant to move old lumber stored on his site. The next written communication was dated April 29, 2013. In the letter the landlord's manager said:

This is your last and finale notice to clean up your lot.

You have until 6th of May 2013 to clean up your lot and remove the debris from (name of park) or the owners of (name of park) will hire someone to do it for you and charge you the cost of doing it.

If you have any questions please call me at (phone number) or come down to (unit number) reproduced as written

Two more letters were sent saying that if the work was not done the landlord would have it done and charge the tenant.

The tenant said that he received the landlord's Notice to End Tenancy on August 2nd and applied to dispute it on August 7th. The tenant testified that he suffers from physical and mental disabilities that impair his ability to perform the physical work required to finish repairs to his unit and perform the clean up required by the landlord. The tenant said that he has been working on his mobile home since 2012. He acknowledged that some of the supplies to fix his home look messy on the property. The tenant said that since receiving the landlord's notice in April he has been working on cleaning his pad in order to satisfy the landlord's concerns. The tenant submitted some pictures that he said showed that he has made progress in performing the clean up as requested.

The tenant said that he has no family to help him and his means are limited because he lives on provincial disability benefits. The tenant is not entirely sure of the nature of his disabilities because his parents set up his benefits for him in 1974. He does not have a social worker or a support network. He has little education and poor writing skills. In addition to learning disabilities, the tenant has physical disabilities including back and left shoulder problems. His advocate assisted him in preparing submissions for the hearing. The tenant said that he is asking for a little more time to complete the clean up. The tenant cannot afford to move his mobile home that he has owned and lived in for the past 12.5 years and if evicted would lose his home.

Analysis

Before he received the one month Notice to End Tenancy the written letters to the tenant, starting with the April 29th letter, warned him that if he did not clean up his home site, the landlord would perform the work and charge him for it. The tenant was not told that the landlord intended to evict him if the clean up was not done by a specified date.

The photographs submitted by the landlord show that there is some debris and stored construction material on the tenant's site. In the landlord's pictures the site is messy and unkempt, but I do not find that the evidence establishes that the tenant has caused extraordinary damage to the site or to the park. The Notice to End Tenancy claimed that the tenant has not done required repairs of damage to the site. The landlord has not provided evidence that the tenant has caused damage to the site and has failed to repair the damage after notice. The landlord's complaint is that the tenant's pad is unsightly and needs to be cleaned up, but he has not shown that there is actual damage to the landlord's site that must be repaired. The landlord's letters to the tenant threatened that if he did not clean up his site he might be charged for the cost of a clean up, but, I find that they did not put him on notice that he would be evicted if he did not perform the clean up that was demanded. The tenant disclosed that he has disabilities, including a learning disability that affects his comprehension and communication abilities. Having regard to that fact, I find that the landlord's letters were not sufficiently explicit to put the tenant on notice that his failure to clean up the site would constitute a material breach of the tenancy agreement that would result in the issuance of a Notice to End Tenancy if the work was not done. I have therefore determined that the Notice to End Tenancy should be cancelled and that the tenancy will continue until ended in accordance with the *Manufactured Home Park Tenancy Act*.

Conclusion

I order that the Notice to End Tenancy dated July 30, 2013 be, and is hereby cancelled. The tenancy will continue. The tenant is warned that a continuing breach of the landlord's requirement that his site be cleaned up will inevitably result in the landlord serving another Notice to End Tenancy for cause that will likely result in the tenant's eviction. I confirm having requested at the hearing that the tenant's advocate take steps to secure some ongoing support and assistance for the tenant from the appropriate agency.

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: October 11, 2013

Residential Tenancy Branch

