



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VISTA VILLAGE TRAILER PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNC, OPC, RP,FF

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated August 1, 2013, a copy of which was submitted into evidence. The Notice indicated that the reason for terminating the tenancy was that the tenant has not done required repairs of damage to the unit/site. The tenant is also requesting an order to force the landlord to make repairs.

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 were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession based on the One-Month Notice to End Tenancy or should the Notice be cancelled?

Should the landlord be ordered to do repairs?

### **Background and Evidence**

The tenancy began in 2007 and the rent is \$306.00. In evidence were copies of communications, a copy of the One Month Notice to End Tenancy for Cause, a copy of the tenancy agreement and a copy of the park rules.

The landlord testified that the tenant has neglected to do repairs to both the interior and the exterior of his unit, and this is contrary to the park rules. The landlord provided photos of the unit and the yard. The landlord stated that this has been a long-standing issue made worse by the fact that the tenant only resides in the park intermittently.

The tenant disputed the Notice and pointed out that he is in the process of doing renovations and that he has already made substantial improvements. The tenant testified that the home is now safe and poses no risk to anyone else in the park. The tenant testified that the landlord has been digging up the tenant's yard to repair pipes below grade and leaving it in a mess. The tenant feels that he has been unfairly targeted for eviction.

### **Analysis**

A mediated discussion ensued and the parties reached a mutual agreement in which the tenant will permit a licensed inspector or other qualified person to enter his residence to assess it with respect to whether or not it is fit for habitation. A copy of this report will be provided to the landlord by the inspector.

The tenant consented to follow-up on the recommendations of the professional inspector. The tenant also agreed to keep the premises maintained.

The landlord will ensure that any residual effects from the digging be addressed so that the tenant can mow this area.

Accordingly, I hereby cancel the One Month Notice to End Tenancy for Cause. In doing so, I hereby caution the tenant that he must maintain the maintenance and property standards defined within the Park Rules, failing which his continued tenancy will be placed in jeopardy.

### **Conclusion**

The parties reached an agreement resolving the application and cross applications.

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 08, 2013

