



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crown Park Homes Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC; FF

Introduction

This Hearing dealt with the Tenant's application to cancel a *One Month Notice to End Tenancy for Cause* and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

It was determined that the Tenant served the Landlord with the Notice of Hearing documents by hand delivering the documents to the Landlord on October 26, 2013.

Preliminary Matter

The Notice to End Tenancy indicates that it was issued on November 19, 2013, for an effective date of October 19, 2013. The Landlord's agent confirmed that she issued the Notice on October 19, 2013. I explained to the Landlord's agent that if I uphold the Notice, it would be effective November 30, 2013, pursuant to the provisions of Sections 40 and 61 of the Act.

Issue to be Decided

- Should the Notice be cancelled?

Background and Evidence

A copy of the Notice was provided in evidence. The Tenant's agent acknowledged that Tenant received the Notice on October 19, 2013.

The Landlord's agent stated that the Landlord wants to end the tenancy because the Tenant's dog killed a neighbour's cat. She stated that other occupants at the manufactured home park are complaining about the Tenant. The Landlord did not allege any illegal activity on the Tenant's part. She stated that the Tenant and his dog were disturbing other occupants' quiet enjoyment of the park.

The Tenant's agent denied that the Tenant's dog had killed a cat. She stated that the Tenant wishes to move out of the rental site, but cannot because he works during the day and his power is turned off so he cannot see to pack his belongings. The Tenant's agent stated that the Tenant is being harassed by the Landlord.

Analysis

When a landlord seeks to end a tenancy, the onus is on the landlord to prove on the balance of probabilities that the tenancy should end for the reasons indicated on the notice to end tenancy. In this case, I find that the Landlord has not provided sufficient evidence to support the Notice.

The Notice to End Tenancy alleges that the Tenant has, "engaged in illegal activity that has, or is likely to: damage the landlord's property; adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; and jeopardize a lawful right or interest of another occupant or the landlord." The Landlord's agent did not provide any evidence of illegal activity on the Tenant's behalf.

For the reason set out above, I find that the Notice is not a valid notice to end the tenancy and it is canceled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenant has been successful in his application to cancel the Notice, and therefore I find that he is entitled to recover the cost of the filing fee from the Landlord.

Conclusion

The Notice to End Tenancy issued October 19, 2013, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant's copy of this Decision is accompanied by a Monetary Order in the amount of **\$50.00** for service upon the Landlord, representing recovery of the cost of the filing fee. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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: December 10, 2013

Residential Tenancy Branch

