Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by mailing, by registered mail on February 26, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing, by registered mail to the office of the landlord on March 3, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated February 26, 2014 and setting the end of tenancy for April 30, 2014?

Background and Evidence

The tenancy began approximately 14 years ago. The present rent is $306 per month payable in advance on the first day of each month.

Grounds for Termination

The Notice to End Tenancy relies on section 38(1)(d) and (h) of the Manufactured Home Park Tenancy Act which provides as follows:

> Landlord's notice: cause
>
> 38 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:
> …
> (d) the tenant or a person permitted on the residential property by the tenant has
> (i) significantly interfered with or unreasonably disturbed another
> occupant or the landlord of the residential property,
>
> (h) the tenant
>   (i) has failed to comply with a material term, and
>   (ii) has not corrected the situation within a reasonable time after the
>   landlord gives written notice to do so;

The landlord seeks to end the tenancy for the following reasons:

- The landlord testified that the tenant's adult daughters have reported to the police that the park manager is stalking them. The landlord testified there is no truth to this but it makes it very impossible for the manager to carry on his business and enjoy his rental of the pad.

- The tenant's adult daughter and her child are presently living with the tenant. The landlord has refused to permit her to live in the park and she has a trailer in a nearby trailer park.

- The older adult daughter verbally abused the park manager last summer after it was brought to her attention that she was not permitted to ride dirt bikes in the park.

- In September 2013 one of the daughters refused to pick up dog excrement from their dogs.

- The tenant has placed gravel in a portion of her lawn contrary to rules.

- The tenant has an excessive amount of yard sale goods on her property

- The tenant has placed a storage trailer on the driveway and ends up parking on the gravel.

The tenant disputes much of this evidence. In particular she states as follows:

- She testified her oldest daughter accused the manager of stalking and reported it to the police. She has asked her oldest daughter not to come onto the park. She also acknowledged there is no proof to this allegation and while the manager may be a little "snoopy" he is not stalking her daughters.
- The manager gave her permission to put the gravel on her front yard.
- The daughter and granddaughter who are living with her have not created any problems. It is necessary for the daughter and granddaughter to live with her so that she can babysit her granddaughter and allow her daughter to join the workforce.
- She has boxed up her belongings that were in her front porch and will not be taking part in any further yard sales.
- She has added siding to her trailer and has improved it.

Analysis

The tenant is responsible for the conduct of people the tenant has permitted onto the rental property. The allegation that the tenant's daughters have falsely accused the park manager is very serious. However, after carefully considering all of the evidence I determined there is insufficient evidence that I can determined that the tenant and/or the daughter that is presently living with her have made this allegation to the police. Based on the evidence I determined the allegation was made by the oldest daughter who is not permitted by the tenant to visit her. The tenant freely acknowledged there is no basis for that allegation. I determined the landlord has failed to establish sufficient ground to end the tenancy on this basis.

I further determined the other complaints raised by the landlord are not so serious to amount to significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

The landlord failed to present documents of any sort. Where the landlord alleges a tenant has breached a material term of the tenancy agreement the landlord must give the tenant written notice and a reasonable time to rectify the breach. The landlord failed to produce evidence that any written notice was given. As a result I determined that it was not necessary to consider whether the landlord's complaints amount to a breach of a material term.

Determination and Orders

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. **As a result I ordered that the one month Notice to End Tenancy dated February 28, 2014 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.**

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: March 19, 2014

_____
Residential Tenancy Branch