



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC, FF

Introduction

This is an application filed by the tenant to dispute an additional rent increase, to cancel a notice to end tenancy issued for cause and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence by the other party, I am satisfied that both parties have been properly served.

At the outset of the hearing, the tenant clarified that she is withdrawing her application to dispute an additional rent increase. As such, no further action is required for this part of the application.

The landlord has requested in his oral testimony that she wishes for the notice to end tenancy to be upheld and to obtain an order of possession to end the tenancy.

Issue(s) to be Decided

Is the tenant entitled to an order to cancel a notice to end tenancy issued for cause?
Is the landlord entitled to an order of possession?

Background and Evidence

This tenancy began on May 15, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly pad rent is \$268.00 payable on the 1st of each month.

Both parties confirmed in their direct testimony that the landlord served the tenant with a 1 month notice to end tenancy issued for unpaid rent dated April 25, 2014 by posting it

to the rental unit door. The notice displays an effective end of tenancy date of May 31, 2014. Both parties confirmed that the landlord served the notice with 11 reasons for cause.

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.

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.
- jeopardize a lawful right or interest of another occupant or the landlord.

Tenant has caused extraordinary damage to the unit/site or property/park.

Tenant has not done required repairs of damage to the unit/site.

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Tenant has assigned or sublet the rental unit/site without landlord's written consent.

Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.

The landlord states that all of the reasons for cause relate to the tenant failing to properly obtain a permit to renovate the structure of the manufactured home. The landlord states that the tenant was repeatedly warned to obtain a work permit from the local authority starting in October of 2013, but failed to do so. A letter was sent to the tenant in early October 2013 explaining what needs to be done. In October 2013, the tenant commenced work without a permit. A letter from the local authority was received by the landlord confirming that no work permit from the local authority was obtained. A stop work order was issued by the local authority. In early November 2013 a letter warning the tenant that as no work permit was obtained that the tenant was in violation. In early December a letter warning the tenant was sent regarding a lack of a work permit. The landlord states that the tenant had ample opportunity to comply with the local authority to obtain a work permit, but failed to do so. During this time, the tenants

work materials were left on the rental property as well on the adjoining property which is part-owned by the landlord. The landlord states that ongoing efforts to sell this adjoining property are being hampered as the tenant has failed to remove and clean up this area.

The tenant disputes the landlords claim stating that efforts were made to obtain a work permit, but that the landlord is refusing to approve a plan for the work. The landlord disputes this stating that the tenant has never offered a plan for the work.

The landlord states that the tenant has displayed a pattern of non-compliance with park rules as well as the signed tenancy agreement.

The landlord states that in Residential Tenancy Branch Arbitration File No. XXXXXX, an interim decision was issued where an agreement was made by both parties.

“The tenant agreed that all occupants that do not have the landlord’s permission to reside on the site will find new accommodation within the next 30 days.

The tenant agreed to have the City Building Inspector of Fruitvale, BC, inspect the manufactured home for health and safety reasons within the next six weeks. During this time period the tenant will commence work on the manufactured home with the goal that the unit will comply with health and safety when inspected and with the goal of being able to list the manufacture home on the real estate market.

Should the manufactured home not pass the inspection, the city inspector shall provide a report to the tenant, of what work is required to be completed to bring the manufactured home to a reasonable health and safety standard. The landlord is entitled to receive a copy of that report.”

The landlord states that in April of 2014 the tenant was issued a stop work order from the local authority because the tenant failed to obtain a permit for the scope of work on a renovation. The landlord states that many opportunities were given to the tenant to comply with the request to obtain a work permit to properly complete the required work. The landlord states that after 9 months the tenant has failed to complete any. As of the date of this hearing the landlord states that 10 months has elapsed with no progress. The landlord seeks an order of possession to end the tenancy.

Analysis

I accept the evidence of both parties and find that the tenant was properly served with the 1 month notice to end tenancy issued for cause dated April 25, 2014 by posting it to the rental unit door on April 25, 2014.

I find based upon the landlord's evidence that a claim has been established. Upon review of the Act, Regulations and the tenancy agreement, the landlord has provided a copy of an interim decision dated August 8, 2013 that the tenant has failed to comply with an order. This order as listed above was an interim agreement where both parties agreed that the tenant would obtain a work permit from the local authority to complete renovation work for the manufactured home. The landlord has satisfied me that this work was not completed within a reasonable amount of time. The tenant has claimed that the landlord prevented the tenant from completing the work by withholding the required permission to complete the permit process. The landlord disputes this stating that no such work plan was offered. I prefer the evidence of the landlord over that of the tenant in this instance and find that the landlord has established a claim for a reason for cause to end the tenancy. The remaining reasons for cause were not considered in the finding of this decision. The landlord is granted an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed.
The landlord is granted an order of possession.

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: June 05, 2014

Residential Tenancy Branch

