



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNLC

Introduction

This hearing dealt with an application by the tenants for an order setting aside a notice to end this tenancy. Both parties participated in the conference call hearing, with both tenants being represented by the tenant MB. In this decision where I refer to the tenants in the singular form, it is MB to whom I refer.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The parties agreed that the tenants own a manufactured home which is situated on a site located on property which also has one other manufactured home. The parties further agreed that on May 25, 2015, the landlord served on the tenants a 12 month notice to end tenancy because the landlord intended to convert a substantial portion of the manufactured home park to a use other than as a manufactured home park.

The landlord testified that he has recently purchased the property and he intends to build a home on the property, which is zoned to have no more than 2 dwellings. He testified that he chose the tenants' site because he prefers the view it offers over that offered by the other site.

The tenants argued that it was unfair that the landlord would ask them to move instead of asking the occupants of the other home. Further, the tenants claimed that at one point, the landlord had said that he would never live on the property and that their home was too close to a cliff. The landlord denied having made either statement.

The tenants theorized that the landlord chose their site for his home because the tenants had made several complaints. The landlord reiterated that he chose their site because he preferred the view their site would offer.

Analysis

The landlord bears the burden of proving that he intends to use the property for the purpose stated on the notice and that he has not acted in bad faith. Although the tenant testified that the landlord claimed he would never live on the property, during the hearing, the tenant appeared to accept that the landlord intended to build a home on the property. I find that the landlord has proven that he intends to reside on the property and I find that building his home on the property will mean that he is converting the manufactured home park to a residential use other than a manufactured home park.

I also find that the landlord has not acted in bad faith. Although the tenants had made several complaints prior to the time the landlord served the notice, the issues between the parties appear to have been resolved amicably and the landlord does not in my view appear to have any kind of vendetta against the tenants. The fact that the landlord chose to end this tenancy rather than the tenancy of the occupants of the other manufactured home does not in my opinion mean that the landlord has acted in bad faith. The landlord had to choose to end one of the tenancies in order to build a home in which he could reside and I accept that he prefers the view offered by the site the tenants currently occupy. I find that the landlord has established that he has not acted in bad faith and I decline to set aside the notice. The application is dismissed.

I note that the tenancy will end on June 1, 2016. The tenants are entitled to one full year of free rent and have already paid rent for the months of June, July and August 2015. I direct the landlord to return that rent to the tenants.

Conclusion

The application is dismissed.

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: August 05, 2015

Residential Tenancy Branch

