



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF, OLC

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside and an order to have the landlord comply with the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the tenant entitled to have the one month Notice to End Tenancy for Cause set aside?

Is the tenant entitled to have an order to have the landlord comply with the Act, regulation or tenancy agreement?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or “about 17 or 18 years ago”. Rent in the amount of \$259.71 is payable in advance on the first day of each month. The landlord stated that the subject tenants have had ongoing issues with the adjacent tenant since February 2013. The landlord stated that she issued a One Month Notice to End Tenancy for Cause on June 2, 2015 on the following grounds;

1. The tenants have significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. The tenants have seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

3. The tenants have engaged in illegal activity that has, or is likely to: adversely affect the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord.

4. The tenants have engaged in illegal activity that has, or is likely to: jeopardize a lawful right or interest of another occupant or the landlord.

5. The tenants have engaged in illegal activity that has, or is likely to: breach of a material term of the tenancy agreement what was not corrected within a reasonable time after written notice to do so.

The landlord stated that the subject tenants have made allegations that have involved the police on numerous occasions without justification. The landlord stated that the subject tenants have turned the other park occupants against the tenant that lives next to them, who is a witness in this hearing.

The landlord stated that the subject tenants started a petition to remove their neighbor by having park residents sign a form that states he is a trouble maker and that he is verbally abusive and threatening. The landlord stated that she confronted each of the parties that signed that document and that none of them had actually been witness to the accusations as purported by the subject tenants. The landlord stated that she has sent several letters to the subject tenants to correct their behaviour and that they need to stop harassing their neighbor, but to no avail. The landlord stated that she feels that based on these events she has proven all five grounds to which she issued the notice.

The witness gave the following testimony: The witness stated that he has tried everything he can to resolve these issues with the subject tenants. The witness stated that he has tried to avoid any confrontation with him but they are relentless in making false allegations and complaints about him. The witness stated that he adamantly denies any threats to their personal safety or property. The witness stated that “even the courts don’t believe them”. The witness stated that he has been struggling with health issues and this situation has not helped in his recovery.

The tenants gave the following testimony:

The tenants stated that they have abided by the rules of the Act and that of the law. The tenants stated that they have become fearful of advising the landlord of any issues as she immediately sides with the witness. The tenants stated that they don’t know what else to do. The tenants stated that if they can’t turn to the landlord, who can they turn to? The tenants stated that they would like to have a sit down conversation with the witness and attempt to resolve this matter. The tenants stated that they feel the witness

has bordered on elder abuse and will not relent until the police are involved. The tenants stated they are so frustrated and tired of fighting with the witness and hope for a peaceful resolution.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility of providing sufficient evidence to support the issuance of that notice. It's clear that the subject tenants and the adjacent tenant who was a witness in this hearing do not get along. It's also clear the landlord is extremely frustrated after making numerous attempts to resolve this issue between the parties. Both parties have submitted extensive documentary evidence which has been considered. I fully accept that all the tenants and the landlord are frustrated with this situation of what appear to be excellent tenants in each other's own right, but unable to get along.

It's also evident that as of today's hearing date these parties have made little progress in resolving this matter. The landlord issued the notice on five separate grounds but in essence was on the basis that these two parties do not get along. The landlord stated that the issues revolved around the subject tenants piling snow in the witnesses' portion of the driveway, using religious symbols to intimidate, unjustified allegations to her and the police, and not abiding by park rules in regards to their portable garage.

I accept those items may be considered a nuisance but do not constitute grounds to end a tenancy. I fully accept this has been a trying and difficult situation for everyone involved, however, after reviewing all of the documentation and considering the testimony of both parties I find that the landlord has not met the burden under Section 47 to provide sufficient evidence to end the tenancy, accordingly; I set aside the One Month Notice to End Tenancy for Cause dated June 2, 2015. The notice is of no effect or force. The tenancy continues. It is worth noting that much of the documentary evidence that the landlord was relying on was scattered and unclear with references to issues that were not relevant or before me. The photos submitted by the landlord were of a very poor quality and could not be relied on.

I find that the landlord has done all that she reasonably can under these unusual and trying circumstances and do not see the need to make any formal orders for her to comply with the Act, regulation or tenancy agreement. I am satisfied that she has been conducting herself in accordance with the legislation and I therefore dismiss this portion of the tenants' application.

As the tenants have been partially successful I find that they are entitled to the recovery of the \$50.00 filing fee.

The tenants are entitled to a one time rent reduction of \$50.00 from the next rent due.

Conclusion

The notice is set aside. The tenancy continues. The tenants are entitled to a one time rent reduction of \$50.00 from the next rent due.

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 06, 2015

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Residential Tenancy Branch

