



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LADHA ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, O, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- an Order of Possession for cause, pursuant to section 48;
- other unspecified relief; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 65.

The tenant did not attend this hearing, which lasted approximately 20 minutes. The landlord DE ("landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the manager for the landlord company named in this application and that she had authority to represent it as an agent at this hearing.

The landlord confirmed that the tenant was served with the landlords' application for dispute resolution hearing package ("Application") on September 23, 2015. The landlords provided a Canada Post receipt and tracking number with their Application. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was deemed served with the landlords' Application on September 28, 2015, five days after its registered mailing.

The landlord confirmed that the tenant was served with a 1 Month Notice to End Tenancy for Cause, dated August 16, 2015 ("1 Month Notice"), on the same date, by way of posting to his trailer door. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was deemed served with the 1 Month Notice on August 19, 2015, three days after its posting.

Issues to be Decided

Are the landlords entitled to an Order of Possession for cause?

Are the landlords entitled to other unspecified relief?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord testified that this month-to-month tenancy began on June 5, 2009. Monthly rent in the amount of \$505.00 is payable on the first day of each month. The landlord confirmed that the tenant owns his manufactured home ("trailer"), while he rents the manufactured home site ("site") from the landlord company owner. The landlord testified that the tenant continues to reside in his trailer, which is located on the site.

The landlords provided a copy of the 1 Month Notice, which indicates an effective move-out date of September 16, 2015. The landlords cited the following reasons for the issuance of the notice to the tenant:

- *Tenant has allowed an unreasonable number of occupants in the unit/site*
- *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:*
 - *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 assigned or sublet the rental unit/site without landlord's written consent.*

With respect to the landlords' contention that the tenant has an unreasonable number of occupants at the site, the landlord testified that the tenant has five to six other occupants living in his trailer without the landlord's consent, at one given time. The landlord indicated that this has been ongoing for one year. The landlord stated that these people are not indicated on the tenancy agreement, only the tenant is listed. The

landlord stated that she has been told by the tenant about these occupants and she has seen them herself.

The landlord stated that the tenant has also sublet the trailer and site to these occupants without the landlord's written consent. She indicated that she has received six telephone calls from social assistance, who received signed forms from the occupants, indicating that they are residing with the tenant in his trailer. The landlord noted that social assistance asked her whether she consented to these same six occupants living in the trailer with the tenant. She confirmed that she denied the landlords' consent regarding these other occupants, as permission was never sought by the tenant.

With respect to the remaining reasons indicated on the 1 Month Notice, the landlord testified that the tenant has committed numerous bylaw violations, including the following:

- not having required smoke alarms;
- several people living in the unit evidenced by key locks on bedroom doors and additional sleeping areas;
- open electrical boxes, bare wires visible, and appliances using extension cords and power bars rather than code-required outlets;
- minimal access to the trailer, combustible material surrounding the trailer, blocked exit doors and windows and open joists; and
- a sun room in violation of building code construction standards.

The landlords provided a letter, dated August 10, 2015, from the City senior bylaw enforcement officer, confirming the above bylaw violations. The letter requests that the landlords correct the above deficiencies and that further inspection would occur. The landlords also provided a notice, dated September 11, 2015, issued by a City building official, declaring that the tenant's trailer was uninhabitable due to bylaw violations. The landlord provided an email from the City assistant fire chief regarding safety violations after an inspection on August 7, 2015, by electricity, building and fire inspectors. The email notes an accumulation of combustible materials stored around the trailer which must be removed, a building permit for work on the roof was required and an electrical permit was required to repair wiring in the trailer. The landlords also provided letters to the tenant, dated August 2 and 12, 2015, regarding the above violations and the requirement to remedy them or eviction would be pursued. The landlord confirmed that the tenant continues to reside in the trailer, despite ongoing bylaw and safety violations.

Analysis

I have turned my mind to the documentary and testimonial evidence submitted by the landlords. The tenant did not submit any evidence and did not appear at this hearing. However, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlords' claims and my findings are set out below.

I accept the landlords' undisputed evidence that the tenant or a person permitted on the property by the tenant seriously jeopardized the safety and lawful rights of the landlords and put the landlords' property at significant risk. The landlords provided written documentation from bylaw officers and fire inspectors to confirm that the tenant committed numerous bylaw and safety code violations that rendered his trailer uninhabitable, put the landlords' site at significant risk and jeopardized the safety and lawful rights of the landlords. The landlord confirmed that these violations continue to date, despite warnings issued to the tenant.

Accordingly, I find that the landlords' 1 Month Notice was issued for valid reasons. As I have found two of the grounds on the 1 Month Notice to be valid, I do not need to consider the other grounds indicated on the notice.

Section 48(2)(b) of the *Act* states that a landlord can request an order of possession when a notice to end tenancy has been given, the tenant has not disputed the notice and the time for disputing the notice has expired. Section 40(5) indicates that the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the 1 Month Notice and must vacate the site by that date if the tenant has not disputed the notice. The tenant has not disputed the 1 Month Notice and the landlords filed their application on September 21, 2015, after the 10 day period for disputing the notice expired on August 29, 2015. Therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on September 30, 2015, the corrected effective date on the 1 Month Notice.

Accordingly, I find that this tenancy ended on September 30, 2015. In this case, this required the tenant and anyone on the premises to vacate the premises by September 30, 2015. Therefore, I find that the landlords are entitled to a two (2) day Order of Possession against the tenant.

As the landlords were successful in their Application, I find that they are entitled to recover the \$50.00 filing fee from the tenant.

Conclusion

I grant an Order of Possession to the landlords effective **two (2) days after service of this Order** on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlords' favour in the amount of \$50.00 against the tenant. The landlords are provided with a monetary order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As the landlords did not provide any evidence with respect to their Application for "other" relief, this portion of their Application is dismissed without leave to reapply.

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: October 30, 2015

Residential Tenancy Branch

