



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began sometime on April 01, 2013. The rental unit consists of a mobile home in a manufactured home park. The landlord owns the trailer and pays pad rent to the management company that oversees the running of the home park.

The tenant stated that her ex-spouse is the brother of the landlord and he moved out of the trailer on June 20, 2015. The tenant stated that her ex-spouse pays rent directly to the landlord but was not sure of the amount of the rent. The landlord stated that the rent is \$1,250.00 and is due on the first of each month. The landlord also added that rent for October was not paid as of the date of this hearing – October 06, 2015.

The landlord stated that on July 22, 2015, he received a letter from the management company regarding complaints received by them from other occupants of the park. The letter states that there are *“some conflicting wars going on with the lady you have living in the trailer and other neighboring trailers”*

The letter goes on to suggest that the landlord remove the tenant from the trailer by serving the tenant with a 30 notice to end tenancy for cause.

On that same day, July 22, 2015, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice were that the tenant significantly interfered with or unreasonably disturbed another occupant, put the landlord's property at risk and adversely affected the quiet enjoyment, security or physical well-being of another occupant. The tenant applied to dispute the notice in a timely manner.

The tenant agreed that she had problems with one neighbor in particular and that the police were called on several occasions to resolve disputes between the two. However the tenant stated that prior to receiving the notice to end tenancy, the landlord had not given her any warning letters or notices regarding the position of the management company with regard to these complaints. She also stated that neither the landlord nor the management company made any efforts to investigate or determine the validity of the complaints.

The landlord testified that the management company was also raising objection to the landlord having a tenant that was not approved off by the management company. The landlord stated that a term in his lease for the pad rental clearly outlines that any occupants of the trailer must be approved off by the management company prior to moving into the rental unit.

On September 16, 2015 the management company served the landlord with a second letter recommending the removal of the tenant. The letter also indicates that if the ongoing problem between neighbours is not resolved, the landlord will be served with a notice to end tenancy and he would have to remove his trailer from the park.

Attempts to mediate a settlement of the dispute were unsuccessful. The landlord wanted the tenancy to end immediately and the tenant wanted the tenancy to continue.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant, put the landlord's property at risk and adversely affected the quiet enjoyment, security or physical well-being of another occupant.

Based on the testimony of both parties, I find that the landlord received a letter of complaint from the management company on July 22, 2015 and issued the notice to end tenancy on that same day. Both parties agreed that the tenant was not notified of any violations, complaints or problems prior to the notice to end tenancy.

Based on the evidence filed by the landlord, I find that he served the notice to end tenancy without notifying the tenant of the complaints thereby not giving the tenant an opportunity to correct the problem or take steps to remedy the situation.

I accept that the tenant may have had disagreements with the neighbour that were serious enough to warrant the attention of the police. However since the tenant was not notified of the problem by the landlord, prior to the service of the notice to end tenancy, the tenant did not have an opportunity to take steps to rectify the situation and resolve the problem. I further find that the landlord served the notice to end tenancy prematurely and prior to issuing a warning letter.

I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated July 22, 2015. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving other occupants and the management company reason to complain about disturbances in the park from the interaction between herself and her neighbor. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

The tenant may make a onetime deduction of \$50.00 off a future rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 06, 2015

Residential Tenancy Branch