



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREEN BAY LANDING INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

LANDLORD: OPC, FF
TENANT: CNC, MNDC, OLC, RP, RR, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed seeking to end the tenancy and to recover the filing fee for this proceeding.

The Tenants filed seeking an Order to cancel the 1 Month Notice to End Tenancy for Cause, for compensation for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations and tenancy agreement, for repairs to the unit, site or property, for a rent reduction and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenants were done by registered mail on July 23, 2015, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenants to the Landlord were done by registered mail on July 27, 2015, in accordance with section 89 of the Act.

Both parties confirmed receiving the other parties Hearing Packages.

This is the third conference call regarding these applications. The first conference call was on September 2, 2015 and was adjourned so that evidence could be serviced to the parties. The second conference call was held on November 4, 2015 which was adjourned due to a lack of time to hear both applications.

The parties were informed at the start of the conference call that they were still under oath to tell the truth in this proceeding.

Issues to be Decided

Landlord:

1. Is the Landlord entitled to end the tenancy?

Tenant:

1. Are the Tenants entitled to an order to cancel the 1 Month Notice to End Tenancy for Cause?
2. Is there damage or loss to the Tenants and if so how much?
3. Are the Tenants entitled to compensation for damage or loss and if so how much?
4. Has the Landlord complied with the Act, regulations or tenancy agreement?
5. Are there repairs to be completed?
6. Are the Tenants entitled to a rent reduction?

Background and Evidence

This tenancy started in April 1, 2009 as a month to month tenancy. Rent is \$482.00 per month payable in advance of the 1st day of each month.

The Landlord said he served the Tenants with a 1 Month Notice to End Tenancy for Cause dated July 6, 2015 by registered mail on July 9, 2015. The effective vacancy date on the Notice is August 31, 2015. The Tenants are living in their manufactured home on the rental pad in the Manufactured Home Park and the Landlord said he wants to end the tenancy. The Landlord requested an Order of Possession if he is successful.

The Landlord said the reasons on the 1 Month Notice to End Tenancy for Cause are that the Tenants have significantly interfered with or unreasonably disturbed another occupant of the park and/or the landlord, the Tenants have seriously jeopardized health or safety or lawful rights of another occupant and/or the landlord. As well the Tenants have engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, safety, security or physical well-being of another occupant and/or the landlord and the Tenants have jeopardized a lawful right or interest of another occupant and/or the landlord. The Landlord said the final reason is the Tenants have breached a material term of the tenancy agreement.

The Landlord said it is his view that there has been a long standing dispute between the Tenants and their neighbours Occupant C and her husband. The Landlord said there was a previous hearing in December, 2014 about the same issues with the Tenants. The Tenants' behaviour has not changed so the Landlord issued a new Notice to End Tenancy. The Landlord said he has made this application to end the tenancy and obtain an Order of Possession. The Landlord continued to say there were a number of incidents that led to the issuing of the 1 Month Notice to End Tenancy for Cause dated

July 6, 2015. The Landlord said he will refer only to the incidents that have happened after the previous hearing in December 2014. The Landlord said reasons on the One Month Notice to End Tenancy for Cause dated July 6, 2015 and some of the incidents are as follows:

1). The Tenants have significantly interfered with or unreasonable disturbed another occupant of the park or the landlord. The Landlord said the Tenants have harassed and aggressively shouted at their neighbours Occupant C and her husband on a number of occasions. The Landlord said he has tried to resolve these disputes over the years but the Tenants are difficult and continue to harass their neighbours. The Landlord continued to say he re-issued previous warning letters and a copy of the Park Rules to the Tenants as well as a new warning letter about the Tenants' behaviour dated December 31, 2014. The Landlord said he did this to comply with the decision of December 11, 2014. The Landlord continued to say that the Tenants' lawyer issued a letter dated January 16, 2015, in response to a letter from Occupant C's lawyer dated December 22, 2014. The lawyer's letter of December 22, 2014 said that the Tenants behaviour towards Occupant C and her husband must stop or legal action may be taken. The Tenants' lawyer's letter of January 16, 2015, requested no contact between Occupant C and her husband and the Tenants and to remove the sod from the ground that was on the Tenants' property. The Landlord said these letters fueled the dispute between the parties again. The Landlord said the 18 inch piece of ground referred to was previously shrubs between the Park sites. The Landlord said the shrubs were removed approximately three years ago. The area was initially left as dirt and then Occupant C requested to sod that area and make it part of their yard. The Landlord said he gave permission to sod the strip of land and it was his understanding that all parties agreed to this. The Landlord said there was no more discussion about the sodded area until these letters. The Landlord said these letters have caused the dispute to escalate. The Landlord with the help of the Occupant C have submitted a large amount of video evidence to show the male Tenant has been harassing his neighbors and has been aggressive with Occupant C, her husband and other persons at the Park. The Landlord referred to the video evidence that the male Tenant has driven on the sodded area which borders the Tenants driveway. The Landlord said that as a result of complaints about the male Tenant driving on the sodded area he issue a letter dated May 7, 2015, to Occupant C allowing Occupant C and her husband to erect a small fence to protect the sodded area from being driven on. The Landlord continued to say that he also issued a warning letter to the Tenants dated May 11, 2015 indicating their behaviour was unacceptable due to the male Tenant driving on the sodded area. The Landlord continued to say that he has issued warning letters to the Tenants about their behaviour on December 31, 2014, March 12, 2015, May 11, 2015 and May 12, 2015. The Landlord said that he issued a letter to both park tenants dated June 12, 2015 which indicated the Tenants lot was reduced by the amount of the sodded area and this area and was added to Occupant C's lot. The Landlord submitted a copy of the letter and photographs of the lots to illustrate the lot line change. The Landlord said he

believed that issuing the letter of June 12, 2015 about the change to lot sizes would settle the dispute. The Landlord said the owner and the Landlord have control over lot sizes. The Landlord said this did not resolve the dispute but escalated it.

The Landlord said he has followed the correct procedures to alert the Tenants that their behaviour is not in compliance with the Park Rules. Consequently the Landlord said he believes the Tenants' behaviour warrants the termination of the tenancy.

The Landlord presented Occupant C as a witness to give testimony and to explain some of the video evidence. Occupant C said she has given the video evidence to the Landlord for this hearing. Occupant C continued to say the Tenants have verbally abused her and her husband over the last 4 to 5 years. She said her quiet enjoyment of the rental unit has been seriously diminished. Occupant C said the Tenants drove on the sodded area to harass and aggravate her and her husband. Occupant C said the video evidence shows the male Tenant driving on the sodded area. As well the Tenants have shouted at Occupant C when Occupant C and her husband are on their patio and the male Tenant has verbally confronted Occupant C and her husband on a number of occasions. Occupant C presented a video of an altercation between the male Tenant and her husband in the front yard of Occupant C's rental unit. The video shows occupant C's husband getting out of a truck and then a discussion happened between the male Tenant and her husband. Both men are possibly speaking but there is no audio so what was said is unknown. Occupant C said the male Tenant was harassing her husband. The male Tenant said Occupant C's husband started the verbal exchange and Occupant C was not there. The male Tenant said he did not harass Occupant C's husband.

Further Occupant C said they had a carpenter do some work at their unit and the male Tenant verbally abused the carpenter. The video shows the male Tenant is controlling his dog in his driveway as the dog is barking at the carpenter while he is working. The carpenter then verbally abuses the male Tenant and then both men have words for each other. It should be noted the carpenter talks to the husband of Occupant C right after this incident and the carpenter say nothing about the incident to Occupant C's husband. The male Tenant said the carpenter verbally abused him and he did not abuse the carpenter. The male Tenant said the carpenter told him where to go and called him names. The video confirms the carpenter's abusive language. The audio of the video of the male Tenant is not as clear as the audio for the carpenter but the audio does appear to support the male Tenant's testimony. Further to this incident the Landlord submitted a letter from the carpenter explaining his view of what happened. The carpenter's letter says the male Tenant's dog barked at him, the male Tenant verbally abused him and the carpenter says in the letter "I told him calmly to go inside his home old man and leave me alone." The video evidence does not support the carpenter's letter.

Occupant C continued to say that her health has suffered as she finds it very stressful and disturbing to deal with the Tenants verbal harassment and aggressive behaviour on a daily basis. The Landlord submitted two witness letters supporting the Landlord's position that the male Tenant has had additional disputes with the Landlord and other occupants of the Park. These letters are both dated November, 2014 and are therefore part of the previous hearing of December 9, 2014 and are not new and relevant evidence supporting the incidents after December 11, 2014. The Landlord said these letters give background to indicate the behaviour of the Tenants. Occupant C also submitted a letter dated August 13, 2015 from a friend that indicates the writer has seen a change in Occupant C's health and he believes it to be related to Occupant C's interaction with the Tenants. Neither the Landlord nor Occupant C has submitted any medical evidence from a doctor or medical authority to support Occupant C medical claims.

The Landlord submitted another witness letter dated August 10, 2015 that indicates another occupant of the Park says Occupants C and her husband are good tenants and appear to be under stressed from the Tenants. The letter says when they visit Occupant C they have to sit on the far side of the home so the neighbors (the Tenants) don't get aggravated. The letter is signed by the Park occupant.

The Landlord also submitted a copy of 5 letters of complaint from Occupant C and her husband about the Tenants. The letters are dated from April to July, 2015. The July 22, 2015 letter is a chronological description of the events that have happened between the Tenants and Occupant C and her husband. The letter indicates Occupant C is seeing a doctor for nerve issues that she believes is a result of the Tenants behaviour. The incidences recorded in the letter range from parking issues, driving on the sod, changes in the Tenants driveway, the Tenants taking photographs of the Occupant C's house and abusive words about their dogs. The next letter dated July 7, 2015 is about a vehicle parked in the Tenants' driveway. Occupant C believes the vehicle is suspicious and the vehicle's occupants may be watching her home which Occupant C believes is harassment. The next letter dated July 6, 2015 says the Tenants verbally abused Occupant C and her husband by calling her husband "the Mayor of Greenbay" and the male Tenant complaining about the driveway and problems the Tenants were having with their property. Occupant C said the conversation escalated and the male Tenant was very abusive to Occupant C's husband. The letter continues to say the Landlord was on the phone and could hear the conversation and then the Landlord came to the Tenants' home. The letter refers to the Landlord attending the Tenants home and the Tenants yelled at the Landlord. The Landlord said at this meeting he told the Tenants he was issuing a Notice to End the Tenancy to the Tenants for their behaviour.

Further the Landlord said the next letter in the package of April 30, 2015 refers to the Tenants invading Occupant C's privacy by taking pictures of their home. The last letter in the package dated April 29, 2015 indicates the cease and desist request in the lawyers letter of January 16, 2015 has not worked and the disputes between the Tenants and their neighbors is continuing. Occupant C requested the Landlord's help to resolve the situation.

The Landlord said that his testimony, the witness/Occupant C's testimony and the evidence submitted proves the Tenants have significantly interfered with or unreasonably disturbed both Occupant C and the Landlord. The Landlord said on this ground alone the tenancy should be ended.

2). The Landlord said the second reason on the Notice To End the Tenancy is that the Tenants seriously jeopardized the health, safety or lawful right of another occupant or the landlord. The Landlord said the Tenants actions have caused Occupant C. to seek medical attention for stress related issues. Occupant C said that she is stressed and has had to see a Doctor as a result of the Tenants behaviour. Occupant C said the Tenants constant verbal abuse and harassment has caused her to have health issues. Occupant C said that she can get a doctor's letter but she has not got one to date and has not given one to the Landlord for the hearing.

3). The third reason for the Notice to End Tenancy is the Tenants have engaged in or are likely to engage in illegal activities that may adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. The Landlord said he has submitted into evidence numerous letters of complaint about the Tenants and the Tenants have verbally abused him. As well the Tenants have not complied with the warning letters the Landlord has sent to the Tenants. The Owner of the Park said that he has heard many complaints about the Tenants and the Landlord has told him on a number of occasions that the Tenants are very difficult people and hard to deal with. The Landlord said this is grounds to end the tenancy.

4). The forth reason on the Notice to End the Tenancy is that the Tenants have or are likely to engage in illegal activities that may jeopardized a lawful right or interest of another occupant or the landlord. The Landlord said the Park has rules and the tenants all agree to follow the rules when they enter into a tenancy agreement. The Landlord said the Tenants have breached a number of the Park Rules including rule 1 because the Tenants want the sod removed from the strip of land between the lots and the Landlord is not authorizing the sod to be removed. In addition the Tenants have not accepted the lot boundary change and it should be noted the Tenants did not file a dispute resolution request when the lot boundary was agreed to 3 years ago. As well the Tenants have not complied with rule 7 which outlines general conduct in the Park. Rule 7 says tenants must respect the rights and privacy of other tenants and abusive or offensive language is prohibited in the Park. The Landlord said he has witnessed

the Tenants breaking the Park Rules and Occupant C has given affirmed witness testimony that the Tenants have broken the Park Rules as well. The Landlord said there is video evidence of the male Tenant using abusive and offensive language. The Landlord said this is grounds to end the tenancy.

5). The fifth reason on the Notice to End the Tenancy is that the Tenants have breached a material term of the tenancy agreement and have not corrected it in a reasonable time period. The Landlord said the Tenants have been warned by letter many times that their behaviour is a breach of the Park Rules and breaches of the Park Rules are also a breach of a material term of the tenancy agreement. The Landlord continued to say the warning letters have been issued as a result of complaint letters from other occupants of the Park or confrontations with the Landlord. The Landlord said this is grounds to end the tenancy.

The Tenants Counsel indicated he would be presenting the Tenants case and the Tenants would be adding testimony as needed. Counsel started by saying that much of the video evidence does not have audio so as the Landlord's claims are primarily based on what the Tenants said the Landlord's evidence is not reliable. An example would be Occupant C's testimony about the altercation with her husband in the front yard. The video has no audio and it is unclear who spoke first or what was said so the evidence does not support the Landlord's claims that the male Tenant verbally abused Occupant C's husband. The male Tenant said that it was Occupant C's husband who started the verbal abuse on that occasion and the male Tenant did not participate. Further the Tenants' Counsel said other videos show the male Tenant in his yard or on his driveway but none of these videos shows a level of behaviour that could be considered harassment. Counsel continued to say the video of the interaction between the carpenter and the male Tenant shows the carpenter is more abusive than the male Tenant. The carpenter tells the male Tenant to F___ O___ and he is a piece of Sh___ and the old man should go home. The male Tenant said the carpenter's behaviour was abusive towards him and he did not provoke the carpenter.

The Tenants' Counsel continued to say there have been many disputes between the Tenants and Occupant C and her husband since 2009. As a result it is difficult to determine who is responsible. The male Tenant said Occupant C and her husband have made complaints about them that were unfounded and now the Landlord has taken Occupant C's side in the dispute. The Tenants' Counsel said an example of this is the Landlord has annexed the strip of land from the Tenants lot and added it to Occupant C's lot. Counsel said if you refer to the Landlord's letter dated June 12, 2015 it states it is a final resolution to the agreement made in April of 2012 between the Tenants and Occupant C and her husband. The letter says that the shrubs would be removed and a cedar fence would be erected at the back of the property and that sod would be put in in the front of the property. Counsel said there is no reference to lot sizes being changed or lot boundaries being adjusted. The male Tenant said he thought his lot stayed the same it just had a cedar fence at the back and sod on the property line in the front. The Landlord said that this is what is written but he

understood the agreement as the sodded area would become part of Occupant C's yard. The male Tenant said he would not have agreed to that because he wanted to widen his driveway onto that sodded strip of land to give him more parking room. The Counsel continued to say that in the Landlords letter of June 12, 2015 continues to advise the parties that the lot boundaries had been adjusted with the strip of sodded land being added to Occupant C's lot and removed from the Tenants lot. Counsel said this was done without consultation with the Tenants. The male Tenant said he does not agree with this change to his lot but he has respected the fence that was erected by Occupant C. Further the Tenants' Counsel said this was not the first time the Landlord had acted in favour of Occupant C and her husband over the Tenants. The Tenants' Counsel continued to say the Landlord gave written authorization dated May 7, 2015 to Occupant C to erect a small fence on the strip of sodded land between the Tenants lot and Occupant C's lot. The fence was to stop the Tenants from driving on the sodded strip of ground. Counsel said the authorization to put the fence up was on May 7, 2015 and the Landlord's letter changing the boundaries was date June 12, 2015. Counsel said this action by the Landlord was difficult for the Tenants to understand why a fence was erected on their lot inside the traditional boundaries. The Tenant said he did not give up the land and there was no compensation for the reduction in his lots size. The Tenants Counsel said the Tenants are requesting the strip of land be returned to the Tenants' lot or a rent reduction due to the reduced size of their lot. The Landlord said the Tenants knew the sodded strip of land was transferred to Occupant C's lot in April 2012. As well the Landlord said the strip of land would only make up at most 3% of the lot so the rent reduction would be minimal. The Tenants Counsel requested the return of the strip of land or a rent reduction that would be appropriate.

Further the Tenants' Counsel requested the Landlord be ordered to comply with the Act, regulations or tenancy agreement. Counsel said the Landlord reduced the Tenants lot size without consultation and without compensation. Counsel said the Landlord has not complied with the Act, the regulations or the tenancy agreement.

The Landlord said he has followed the rules and processes as stated in the Act and that Landlords are allowed to enforce the Park Rules. The Landlord said he was just enforcing the Park Rules. The Owner said the Park is under one land title and it is up to the Owner and his management team to define the lot boundaries. The Owner said almost all the lots are a different size.

The Tenants' Counsel said their application for repairs to the unit, site or property is to restore the Tenants' lot to its original size.

The Tenants Counsel continued to say that the Tenants are requesting \$5,000.00 in damages as a result of the loss of quiet enjoyment of their rental unit. The male Tenant said the Landlord has not dealt fairly with the harassment issued between the neighbours. Because of this and the harassment from Occupant C and her husband the Tenants have experienced stress, loss of quiet enjoyment of their rental unit and they have lost of part of their lot size. The Tenants' Counsel said \$5,000.00 was not

calculated by the Tenants it is just an amount that they thought would adequately compensate them for the trouble their neighbours and the Landlord have caused them.

Before closing remarks were made the Tenants' Counsel also request the Arbitrator to consider an administrative penalty under section 94 of the Act because of the Landlord's actions in this situation. As well the Tenants' Counsel requested that if an administrative penalty was issued to the Landlord that the Arbitrator may consider an agreement with the Landlord under section 94.4 of the Act to resolve this situation.

The Tenants Counsel said in closing that the Landlord's evidence is questionable as it does not have audio in all the videos therefore the videos do not show what was said and who said it. As well the videos show the carpenter and Occupant C's husband may have harassed the male Tenant. Further Occupant C's testimony about health issues are not supported by a doctor's letter and the incidents that Occupant C has presented in the other videos do not prove serious harassment has happened. The male Tenant standing in his yard or driveway looking at his neighbour's house or taking pictures is not harassment. As well Counsel said the Tenants believe the Landlord has taken Occupant C and her husband's side in the dispute so the Landlord's objectivity has been compromised. Counsel said the Landlord's action make him partially responsibility for the situation. The Tenants' Counsel continued to say the Tenants had no issues with the previous Park Manager so this may be the Landlord's issue. Further the Tenants' Counsel said the Tenants believe Occupant C and her husband are the also harassing them so Occupant C and her husband are as responsible for this situation as the Tenants are. The Tenants Counsel said the Tenants are requesting the 1 Month Notice to End Tenancy for Cause be cancelled, the Tenants be awarded compensation for their loss of quiet enjoyment of their rental unit and that the Landlord either returns the strip of land taken from their lots or the Tenants be awarded a rent reduction for the loss of the strip of land.

The Landlord said in closing that the Tenants have been given additional warning letters about their behavior and that they have continued to harass Occupant C and her husband. The Landlord said the Tenants' behavior has not changed and so the harassment has continued. The Landlord said they have had enough of this arguing over the last 5 plus years and it is time to end the tenancy. The Landlord said the evidence he has submitted shows the Tenants have been warned and they have not corrected their behavior. The Landlord said he believes the parties understood the agreement that the sodded strip of land was moved to Occupant C's lot in April, 2012 and then formalized in June, 2015. The Landlord said he has followed the correct procedures in issuing and filing his request to end the tenancy. The Landlord said the situation must end with the Tenants moving before something worse happens. The Landlord said he is responsible for the safety of all the occupants of the Park and the Tenants are a problem. The Landlord requested an end to the tenancy.

Analysis

A tenancy agreement is a legal contract and as such it established a business relationship between the parties. As in any business relationship the parties are expected to act professionally and in good faith. Good faith is an abstract and intangible quality that encompasses an honest intention, the absence of malice and no ulterior motive to defraud or seek an unconscionable advantage. Professionalism can be thought of as skill, good judgement and polite behaviour of a person involved in a business relationship. Tenancies also require the landlords, tenants and occupants to be respectful and make their best efforts to make the tenancies successful. It is apparent from the testimony and evidence that there are issues between the Tenants and the Landlord and other tenants of the Park. Further it appears that all the parties have not met the level of professionalism, respect and good faith that are expected in a tenancy agreement or contract.

First the Tenants have been warned for their behaviour in numerous letters but still they take opportunities to annoy their neighbors and the Landlord. The incidents are based around verbal abused from the Tenants to their neighbors and to the Landlord. Both the Landlord and the neighbor Occupant C have given affirmed testimony that the Tenants have sworn at them and used abusive language when communicating with the Landlord and with Occupant C and her husband. The Landlord has provided a list of events that have happened, warning letters, video evidence and statements from other occupants of the Park to support these claims. I accept the Tenants have acted in an unprofessional manner and have not demonstrated good faith to the Landlord and the other occupants of the Park.

Secondly the Landlord has testified that he changed the boundaries of the Tenants' lot with their agreement. The Landlord said there was an informal verbal agreement in April, 2012 and then this agreement was formalized in the Landlord's, June 12, 2015, letter to both the Tenants and Occupant C. The Tenants said they agreed to sod the strip of land in April of 2012, but they did not agree to or knew that the strip of land was being removed from their lot. The Tenants said they still do not agree to the removal of the strip of land from their lot. Further the Landlord authorized Occupant C on May 7, 2015 to erect a fence on the strip of land between the lots and this was more than a month before the letter of June 12, 2015 which formalizes the lot boundary changes. There is no evidence that the Tenants received a copy of the written authorization of the fence erect or of the lot change until June 12, 2015. The Tenants said they believed Occupant C was erecting a fence on their lot. The fence was authorized to be erected May 7, 2015 and the lot boundaries were formally changed on June 12, 2015. Consequently I accept the Tenants testimony that they were unaware of the lot size change or why Occupant C was authorized to erect a fence on their site. The Landlord authorized the fence erection prior to formalizing the lot boundary changes; I find that the Landlord did not advise the Tenants correctly of the situation and the changes. This action by the Landlord escalated the dispute between the Tenants and Occupant C and her husband. As well I question the wisdom of changing the boundaries of a lot from

the traditional lot boundary to an asymmetric lot boundary to satisfy one tenant's request over another tenant's tenancy agreement. I find the Landlord's handling of the boundary adjustment was not transparent and could be perceived by the Tenants as the Landlord taking sides with Occupant C in the dispute. I find the Landlord contributed to the escalation of the dispute by mishandling the boundary adjustment and fence erection issues. Consequently I find the Landlord has acted in an unprofessional manner and the Landlord did not act in the spirit of good faith.

With respect to Occupant C and her husband's role in this dispute, the video evidence submitted by the Landlord and Occupant C is questionable as the audio is missing in many of the videos. Without audio what is said, who said it and who started the conversations is very difficult or impossible to determine. The video of the male Tenant and the carpenter has audio and I find both parties are verbally abusive and inappropriate. From the video I find the carpenter is the aggressor and abusive to the male Tenant. As well the Carpenters letter is not consistent with the video. The carpenter's letter indicates the male Tenant was abusive and the carpenter was not. This was not the case, I reviewed the video and the carpenter is inappropriate and abusive. I find this video does not establish grounds to support the Landlord's request to end the Tenants' tenancy. The other videos that Occupant C submitted for the Landlord, show that the Tenants and Occupant C and her husband in conversations but with no audio it is difficult to prove what was said. It is apparent that both the male Tenant and Occupant C's husband had word and the situations appear to be stressful, but the video does not establish grounds to support the Landlord's request to end the tenancy as there is no audio.

Further Occupant C said that she has health issues due to the Tenants. There is no medical evidence that Occupant C has medical issues or that the Tenants are the sole cause of Occupants C's medical issues. I find the Landlord and Occupant C have not established grounds to end the Tenants' tenancy based on health issues.

Further I find that Occupant C and her husband have contributed to the dispute by making claims and complaints about questionable problems between the Tenants and Occupant C and her husband. These complaints have escalated the dispute and created bad feelings between the parties. I find Occupant C and her husband have contributed to the dispute. The letter that Occupant C and her husband requested their lawyer to write to the Tenants dated December 22, 2014 was 11 days after the previous decision and I find it to be threatening and it served to escalate the dispute between the parties. Because of this letter I find that Occupant C and her husband are equally at fault to the continuation of this dispute with their neighbors the Tenants. I find that Occupant C and her husband have acted in an unprofessional manner and have not demonstrated good faith towards their neighbours.

Consequently, I find that the Tenants, the Landlord and Occupant C and her husband share the responsibility for the causing the dispute, escalating the dispute and maintaining the dispute. Further I find all parties have acted unprofessionally and without good faith in this situation.

I find the Landlord has not established grounds that the Tenants are solely responsible for the disputes between themselves and the Landlord and/or Occupant C and her husband.

Further I find the incidents that have been sighted as the reasons for the Notice to End Tenancy including verbal abuse, standing in the driveway, taking photographs, driving on the lawn at the edge of a driveway and disputes over the tenants' dogs are examples of poor behaviour and have caused bad feelings, but do not meet the level of seriousness required by the Act to end a tenancy. Consequently the parties will abide by the following decision. In Section 47 (d) of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant or the landlord has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant. In this case it is my finding that the reasons given for ending the tenancy have not reached the level of **unreasonableness or seriousness** required by section 47(d) of the Residential Tenancy Act. I find the Landlord has not established grounds to prove the Tenants are the sole cause of the aligned interference or disturbances and the incidents have not reached a level of **unreasonableness or seriousness** to support an end to tenancy. I dismiss the Landlord's request to end the tenancy on these two grounds.

With regard to the Landlord's two reasons on the Notice to End Tenancy that the Tenants having engaged in illegal activities that have or are likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord and have jeopardize a lawful right or interest of another occupant or the landlord; I find the Landlord has not established grounds to prove the Tenants are doing anything illegal therefore; I dismiss the Landlord's request to end the tenancy on these grounds.

Further the Landlord says the Tenant has breached a material term of the tenancy agreement for breaking the Park rules. The Landlord said the Tenant has broken Park Rule # 1. This rule deals with the physical condition of the pad or site rental and requires prior written permission to change the site. The Landlord has not proven that the Tenants have changed their site without permission; therefore rule one has not been broken. Rule 7 is about general conduct in the Park. It is apparent from the evidence and testimony the Park Management does not enforce this rule consistently as Occupant C and her husband as well as the carpenter has broken this rule in addition to the Tenants. As Park Rule 7 is not enforced consistently I find the Landlord has not established grounds to end the tenancy for a breach of a material term of the tenancy agreement. The Landlord also said the Tenants broke Park Rule 11 which equates breaking a Park Rule with breaching a material term of the tenancy agreement. I find the Landlord has not established grounds to prove the Tenants have broken the Park Rules more or less than other occupants in the Park; therefore I dismiss the Landlord's request to end the tenancy for the Tenants breaching a material term of the tenancy agreement.

I dismiss the Landlord's application without leave to reapply.

With regard to the Tenants application I find the Landlord has not established grounds to end the tenancy therefore I order the 1 Month Notice to End Tenancy for Cause to be cancelled forthwith and I order the tenancy to continue as agreed in the tenancy agreement.

Further the Tenants have requested the return of the 18 inch strip of land to their lot or a rent reduction due to loss of services or facilities. I find the Owner of the Park has the authority to define the lots and lot size therefore I dismiss without leave to reapply the Tenants request for the return of the 18 inch strip of land. As the Tenants lots size has been reduced from the original size as defined by the Landlord's letter of June 12, 2015; I find for the Tenants and I Order a rent reduction of 3% of the rent as the Landlord said this is what he believed the lot reduction represented. The Tenants rent is \$482.00 therefore 3% would be $\$482.00 \times 3\% = \14.46 per month. I order the Tenants rent to be reduced to \$467.54 starting February 1, 2016.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

With regard to the Tenants application for \$5,000.00 in damage or loss I find the Tenants and the Tenants' Counsel have little to no explanation of how they arrived at the amount of \$5,000.00 in loss or damage. It is the responsibility of a claimant to establish evidence and proof for why they are making a monetary claim and when an applicant does not provide supporting information why the claim is justified the claim is not successful. I find the Tenants have not established grounds or proof that they have had an actual loss or damage therefore I dismiss the Tenants claim for \$5,000.00 due to lack of evidence.

As well the parties were given the opportunity to explore a settlement agreement and although the parties agreed a resolution to the issue was needed no arrangement was agreed on. I encourage the parties to continue negotiations in the hope of finding an agreement.

As the Tenants have only been partially successful in this matter I order the Tenants to bear the cost of the filing fee of \$50.00 that the Tenants have already paid.

As the Landlord has not been successful in this matter I order the Landlord to bear the cost of the application of \$50.00 which the Landlord has already paid.

With regard to the Tenants' Counsel's request for an administrative penalty to be levied against the Landlord; these applications must be made directly to the Director of the Residential Tenancy Branch. The Tenants are at leave to make this application.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated July 6, 2015 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

I order the Tenants' to adjust their rent from \$482.00 to \$467.54 starting February 1, 2016.

The Landlord's 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 *Residential Tenancy Act*.

Dated: January 25, 2016

Residential Tenancy Branch

