



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0961632 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MNR, MNDC, ERP, RP, RR, O, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated June 12, 2016 ("1 Month Notice"), pursuant to section 47;
- a monetary order for the cost of emergency repairs to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to make emergency repairs for health or safety reasons, pursuant to section 33;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- other unspecified remedies; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The individual landlord WT ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he is the owner and shareholder of the landlord company named in this application and that he had authority to represent it as an agent at this hearing (collectively "landlords"). "Witness AH" testified on behalf of the tenant at this hearing and both parties had an opportunity to question the witness. This hearing lasted approximately 88 minutes in order to allow both parties to fully present their submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence.

The tenant confirmed receipt of the landlords' 1 Month Notice on June 12, 2016. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 1 Month Notice.

#### Preliminary Issue – Tenant's Application

At the outset of the hearing, the tenant confirmed that he would not be pursuing his claims for regular repairs, as none were required, or other unspecified remedies, as he applied for this in error. Accordingly, these portions of the tenant's application are dismissed without leave to reapply.

The tenant's application to recover the filing fee for this application is dismissed without leave to reapply, as the tenant did not pay for this filing fee.

At the conclusion of the hearing, the tenant confirmed that he wished to pursue his monetary claims at the Supreme Court of British Columbia ("SCBC") because he was claiming in excess of \$25,000.00, which is the maximum monetary limit of the *Residential Tenancy Branch* ("RTB"). The tenant initially limited his monetary claim in his application to \$25,000.00 in order to have it heard at the RTB. I cautioned the tenant that he could not pursue his claim twice at the SCBC and the RTB and therefore, he had to select which venue he wanted to pursue to make his monetary claims. The tenant testified that he wanted to pursue his monetary claims at the SCBC only, not the RTB. Accordingly, these portions of the tenant's application are withdrawn.

#### Preliminary Issue – Jurisdiction

The tenant testified that he has a verbal agreement with the landlord to purchase the manufactured home ("trailer") that is located on the manufactured home site ("site") in the manufactured home park ("park"). Both parties agreed that there is no written agreement for a trailer purchase. Both parties agreed that there was only a discussion but no purchase agreement was signed, as the tenant did not come up with a down payment or secure a mortgage in order to buy the trailer. The tenant said that the landlord offered to sell the trailer to him for \$25,000.00, which the landlord denies, stating that he paid \$50,000.00 for the trailer and would not sell it for half price to the tenant. The tenant said that there are two other tenants living in the trailer with him who also pay rent of \$300.00 to the landlord, and another two tenants who live in the trailer who also work for the landlord. The tenant provided a "statutory statement," dated June 28, 2016, that was notarized regarding his conversations and agreement with the landlord, including what expenses he was to pay and the conditions of the purchase agreement.

Witness AH testified that he was present during conversations between the tenant, landlord and the landlord's representatives that occurred before the tenant moved into the trailer. He said that he cannot recall the date of the meeting. He confirmed that the tenant and the landlord entered into a rent-to-own agreement. Witness AH testified that he provided a written statement, dated June 4, 2016, regarding the above events and noted in the statement that the landlord was attempting to dishonour his agreement with the tenant.

The landlord provided a copy of the shelter information form that he completed and sent to the Ministry in order for social assistance to pay rent on behalf of the tenant. I requested this document be provided to me after the hearing, as neither party provided it prior to this hearing. Both parties consented to me considering this document in my decision. I received a copy of the shelter form after the hearing on July 6, 2016 and considered it in my decision. The document is dated for March 22, 2016 and indicates that the tenant is renting the trailer as of April 1, 2016 for a total rent of \$1,500.00, of which the tenant's monthly portion is \$300.00, and the security deposit required is \$150.00.

I find that witness AH is an interested party who lives with the tenant in the trailer and could not provide specific dates and details regarding the conversations he witnessed between the parties. I find the tenant's written statement to be unhelpful and I find that he was unable to substantiate his statement at this hearing. I find that the tenant's audio recordings of conversations largely between himself and his roommates, which he said were of the landlord "plotting" against him, were unclear, irrelevant and unhelpful to his claims.

I find that there was no agreement for the tenant to purchase this trailer. Both parties agreed that there is no written purchase agreement or intent to purchase between the parties. The landlord completed an intent to rent shelter document, which indicates the rent and security deposit due for this trailer. While the parties had discussions regarding a possible purchase, the tenant has not made a down payment or secured a mortgage for this trailer. I do not find it reasonable that the landlord would agree to sell his trailer for half the purchase price to the tenant. Based on the credibility of both parties and witness AH, I find that the landlord's version of events is more plausible and reasonable than the tenant's version of events and that there is no purchase agreement for this trailer.

Accordingly, I find that I have jurisdiction to hear this matter and that this is not a rent-to-own or purchase agreement. I further find that this is a residential tenancy rather than a manufactured home park tenancy, as the tenant rents the trailer from the landlord owner. The landlord confirmed that he rents the site from the park.

#### Issues to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an order of possession?

## Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claims and my findings are set out below.

Both parties agreed to the following facts. The tenant began living in the trailer on April 1, 2016. No written tenancy agreement exists for this tenancy. Monthly rent in the amount of \$300.00 is payable on the first day of each month. A security deposit of \$150.00 was not paid by the tenant. The tenant claimed that he did not have to pay the deposit because he intended to purchase the trailer. The tenant continues to reside in the trailer.

The landlords issued the 1 Month Notice, with an effective move-out date of June 12, 2016. The notice indicates the following reasons for ending this tenancy:

- *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.*

The landlord said that he received complaints from other tenant neighbours in the park and the park managers regarding the tenant. The landlord noted that approximately two months ago, he was told by a park manager that the tenant tried to sell camera systems to a neighbour, who refused, and the tenant refused to leave and placed his stomach in the doorway to prevent the door from being closed. The landlord stated that the tenant refused to leave until the neighbour's husband arrived. The landlord claimed that the tenant uttered threats and the police have attended at the park but he has no specific information as the park managers advised him about these issues.

The tenant disputes the 1 Month Notice and denies the landlords' complaints. The tenant stated that his park neighbour suffers from schizophrenia and he only went to introduce himself to the neighbour. The tenant said that both the neighbour and landlords are making false and defamatory statements about him.

## Analysis

### 1 Month Notice

According to subsection 47(4) of the Act, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the tenant receives the notice.

The tenant received the 1 Month Notice on June 12, 2016, and filed his application prior to that date on June 3, 2016. Both parties agreed that the landlords initially dated the notice for April 10, 2016 and issued it sometime before June 12, 2016, although neither party could confirm the exact date. As I find that the tenant disputed the notice right away and both parties were aware that this hearing was to determine the outcome of the notice, I find that the tenant is within the time limit under the *Act*. The onus, therefore, shifts to the landlords to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

I find that the landlords provided insufficient evidence that the tenant significantly interfered with or unreasonably disturbed, or seriously jeopardized the health, safety or lawful right of another occupant or the landlords. I find that the landlords failed to provide specific dates or information regarding the above incidents or sufficient written documentary evidence. The landlords' information is based on hearsay from people who did not testify as witnesses at this hearing. Further, I find that the complaints about the tenant trying to sell products to a neighbour do not constitute the above reasons on the 1 Month Notice. The landlords were unable to provide details regarding any uttered threats or the police incidents, which the tenant denied.

On a balance of probabilities and for the reasons stated above, I allow the tenant's application to cancel the landlords' 1 Month Notice, dated June 12, 2016. The landlords' 1 Month Notice, dated June 12, 2016, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

### Emergency Repairs

The tenant said that there is a problem with the electrical system sparking at the manufactured home. He said that the main switch outlet at the interior door of the home is sparking. The landlord said that he was not notified of any emergency issues or repairs required by the tenant. The landlord agreed during the hearing to perform an inspection of the home by July 7, 2016 and to have any necessary repairs resulting from the inspection completed by a certified electrician. Accordingly, based on the landlords' consent, I order the landlords to inspect the electrical outlets at the rental unit by July 7, 2016 and to have a licensed electrician perform any necessary repairs that result from the above inspection.

### Conclusion

I find that this is a residential tenancy and the RTB has jurisdiction to hear this matter.

The tenant's application to cancel the landlords' 1 Month Notice, dated June 12, 2016, is allowed. The landlords' 1 Month Notice, dated June 12, 2016, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

I order the landlords to inspect the electrical outlets at the rental unit by July 7, 2016 and to have a licensed electrician perform any necessary repairs that result from the above inspection.

The tenant's applications for a monetary order for the cost of emergency repairs to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, an order requiring the landlord to make repairs to the rental unit, an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and for other unspecified remedies, are withdrawn.

The tenant's application requiring the landlords to make repairs to the rental unit, other unspecified remedies and to recover the filing fee, are 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: July 11, 2016

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Residential Tenancy Branch