



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      DRI, CNC, OLC

### Preliminary matter

At the start of the conference call the Landlord was asked if he had withdrawn the rent increase issued to the Tenant as the Landlord's evidence made reference to this. The Landlord said he has withdrawn the notice of rent increase to the Tenant and he will be making an application to the Residential Tenancy Branch for an additional rent increase for the park. The Landlord said the park is not viable without more revenue.

Consequently the Tenant said she is withdrawing her request to dispute the rent increase as the Landlord has withdrawn the rent increase.

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy and for the Landlord to comply with the Act, regulations and tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on August 12, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?

### Background and Evidence

This Tenant said she moved into the Park in February, 2006 and the Landlord purchased the Park in June, 2016. The Tenant said there are no written tenancy agreement and no written Park rules. This tenancy started on June 1, 2016 as verbal a

month to month tenancy with the new Landlord. Rent is \$165.00 per month payable in advance of the 1<sup>st</sup> day of each month.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated August 2, 2016 by personal delivery on August 2, 2016. The Effective Vacancy Date on the Notice is September 30, 2016. The Tenant is living on the manufactured home site and the Landlord said he wants to end the tenancy.

The Landlord said the reasons on the 1 Month Notice to End Tenancy are that the Tenant has an unreasonable number of occupants in the unit, the Tenant has engaged in illegal activities that have damaged the site, adversely affected the quiet enjoyment, the security and safety of another occupant and has jeopardized a lawful right of another occupant or the Landlord and the Tenant has sublet the site without the Landlord's consent.

The Landlord said the following incidents lead to the issuing of the 1 Month Notice to End Tenancy and they are as follows:

- 1). The Tenant has an occupant living in an RV that is parked on the site and the Tenant has no right to allow this. The Landlord said this is a sublet situation and it is an unreasonable number of occupants on the manufactured home site. The Landlord submitted photographs of the RV to support his claim.
- 2). The Tenant has stored and spilled oil, grease, car parts and other debris on the ground of the manufactured home site and this has polluted the grounds and is very unsightly. The Landlord submitted photographs of oil cans and other debris to support his claims.
- 3). The Tenant has stored vehicles and trailer on the manufactured home site that are not insured and without the consent of the Landlord.

The Tenant said the Landlord's claims are untrue and she made the following statements regarding each of the points the Landlord made:

- 1). The Tenant said the RV is owned by her and her father in law and her father in law lives with her in the manufactured home. The Tenant said her father in law has lived with her for 5 years and he is an occupant of the manufactured home. The Tenant said the RV is for personal use and for camping and is not a permanent residence for anyone.
- 2). The Tenant said they have not done anything illegal and they have removed the oil can and debris on the site as they have been told to by the Landlord. The Tenant said they have submitted photographs to show the cleanup has taken place. Further the Tenant said a service station was on this site before it was a manufactured home park and the service station most likely contaminated the ground before they were there.

3). The Tenant said there are no rules for the Park. The Tenant continued to say all the vehicles and trailers are insured and are legal. The Tenant said there is no survey of the sites so her site size is not known and there are no rules about what can or cannot be stored on the sites.

The Tenant said the Landlord has not tried to communicate or work with her he just gave her an eviction notice.

The Tenant continued to say they have requested the Landlord to comply with the Act and this should result in the Landlord surveying the sites and setting site boundaries.

The Tenant said in closing that they want to continue the tenancy and they are willing to work with the Landlord as they have complied with all the Landlord's requests. The Tenant said their photographs of the cleanup and the RV prove they are trying to work with the Landlord.

The Landlord said in closing that the Tenant has no respect for the other tenants in the Park and she has created environmental issues on her site and in the Park. The Landlord said he views this as an illegal activity that endangers the Park, occupants and the Landlord. Further the Landlord said the RV has been used as a residents and this is not allowed in the Park. The Landlord said he wants to end the tenancy.

### Analysis

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord. Consequently the parties will abide by the following decision.

**Section 13 of the Act says** (1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

It is the responsibility of a Landlord to prepare a written tenancy agreement with each tenant in a Manufactured Home Park at the start of a tenancy or when a substantial change like the ownership of a Manufactured Home Park changes to a new owner. As well it is common practice for Manufactured Home Park to have written park rules to govern the behaviour of the tenants, occupants and landlord. The reason for a written tenancy agreement and written Park rules are to have a contract that states the agreement and rules of the tenancy. This is done so that there is no confusion when a conflict arises. The parties can refer to the tenancy agreement or the Park rules to resolve the conflict. When the dispute cannot be resolved by the tenancy agreement or Park rules then the parties can apply for dispute resolution. In this situation there is no tenancy agreement or Park rules therefore it is unclear what the rules are in the Manufactured Home Park. For example the Tenant said there are no site boundaries so the tenants do not know what is on their site or not on it. Further there are no rules about additional vehicles on the sites or the parking of RV on the manufactured home park sites. This may have been in compliance with the previous landlord and so the

tenants may believe it was fine with the new Landlord because the new Landlord did not provide a new tenancy agreement or written park rules when he took over the Park. Without written tenancy agreement and written rules for the Park the Landlord cannot prove the Tenant has breach the tenancy agreement or broke the Park rules.

Further the Landlord has given the reason that the Tenant has engaged in illegal activities that has or is likely to damage the property, adversely affect quiet enjoyment and jeopardize a lawful right of other occupants or the Landlord. To be successful to end a tenancy for this reasoning the Landlord must prove an illegal activity has occurred. The Landlord has not provided any proof such as a Police report or environmental study that indicates the Tenant is solely responsible for any environmental damage to the Park.

Further the Tenant has provided photographs that show they have taken action to comply with the Landlord's requests to clean up the site. The Tenant gave affirmed testimony that her father in law has lived with her for 5 years and he is living in the manufactured home. For these reasons and the lack of a written tenancy agreement and written park rules; I find the Tenant has established grounds to be successful in canceling the 1 Month Notice to End Tenancy for Cause. The 1 Month Notice to End Tenancy for Cause dated August 2, 2016 is canceled and the tenancy is ordered to continue on the present verbal agreement.

As well I encourage the Landlord to refer to the Act and regulations of the Manufactured Home Park Act as all landlords of manufactured home parks are required to comply with this Act and the regulations.

### Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated August 2, 2016 is cancelled and the tenancy is ordered to continue as set out in the verbal tenancy agreement.

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 05, 2016

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Residential Tenancy Branch