



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STANMAR PROPERTY MANAGEMENT and PRESTIGIOUS PROPERTIES
CANADA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNR, MNDC, RP, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for an Order to cancel a One Month Notice to End Tenancy for cause, for a Monetary Order for the cost of emergency repairs; for a Monetary Order for money owed or compensation for damage or loss under the *Manufactured Home Park Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to make repairs to the unit site or property; and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord's agent (the landlord) attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

RTB Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss

unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find that not all the claims on the tenant’s application are sufficiently related to the main issue to be dealt with together. I therefore will deal with the tenant’s application to cancel the One Month Notice to End Tenancy for cause and I will not deal with the remaining sections of the tenant’s claim at this hearing.

The landlord advised that the Respondent should be properly identified as Prestigious Properties Canada Ltd. and that Stanmar Property Management as shown on the tenant’s application are the agents for the landlord and should be identified as Stanmar Services. The Tenant has made no objection and I order that the application be amended to reflect the proper identification of the Landlord and their agent. The landlord requested at any Orders issued are in the landlords name.

Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the One Month Notice to End Tenancy for cause?

Background and Evidence

The parties agreed that this month to month tenancy started on May 15, 2015. The tenant owns the trailer and rents the pad from the landlord at a monthly rent of \$399.00. Rent is due on the 1st of each month.

The landlord testified that the tenant was served a One Month Notice to End Tenancy for cause (the Notice) on September 08, 2016. This Notice has an effective date of October 31, 2016 and provided the following reasons to end this tenancy:

- 1) *The tenant or a person permitted on the residential property by the tenant has*
 - (i) *Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
 - (ii) *Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
- 2) *the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has*
 - (i) *Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.*

The landlord testified that they received an email from the tenant dated August 28, 2016 that threatened the landlord's caretaker and hired contractor. The email reads "you had better tell that big fat ugly buck to stay out of my yard and to stop harassing me. I am getting a crossbow and under home owner protection I am entitled to shoot first and then call the RCMP. And I will. Just watch me.

The landlord testified that the caretaker was directed to notify the RCMP as this is a direct threat against him. The caretaker called the RCMP and the matter is currently resting with Crown Prosecution Services. The landlord provided the RCMP file number 12-6692 and the constable's name.

The landlord testified that they have not contacted the tenant concerning this as it is a Crown Prosecution matter, but were advised to serve the tenant with this One Month Notice to End Tenancy.

The landlord testified that the tenant has also disturbed other tenants in the park. The landlord received a compliant email from a tenant who details the tenant's actions about this complainant's cat, with the tenant screaming at the complainant and playing loud

music in her car. The complainant also writes that other neighbours have also had run ins with the tenant.

The landlord testified that the tenant has plastered her trailer with signs pertaining to ongoing issues she had with the manufacture of her trailer and about issues the tenant had at work. This was also mentioned in the complainant's email as the complainant found this aggravating as she kept her home and site tidy.

The landlord testified that they are willing to work with the tenant concerning the sale of her trailer and would consider purchasing it from the tenant if the landlord receives an Order of Possession. In this event the landlord requested an Order of Possession to be effective on November 15, 2016.

The tenant testified that she is suffering from mental health issues and was hospitalized for 22 days. The tenant referred to the letter from her doctor in which it states she is not able to return to work until December, 2016. The tenant testified that she was confined to the Mental Health Unit and has regular visits to ER to deal with her mental health issues. At the time the email threatening the landlord's caretaker was written the tenant was suffering from mental health issues. On June 28, 2016 the tenant was assaulted at work which escalated her mental health issues.

The tenant testified that she is now stabilized with drugs and is following her doctor's orders regarding her medication. The tenant testified that she now realizes the inappropriateness of her actions in writing the email and with not getting along with her neighbours, but at the time she was not sleeping and was not on the correct medication. Since her medication dosage has been increased the tenant is more stable and is able to sleep. The tenant referred to the email sent to the landlord apologising for her actions and explaining her mental health issues.

The tenant's advocate testified that he provides supportive counselling for the tenant and since that time the tenant's moods have improved, she is able to focus better and is

a calmer person. Her manic behaviour has also improved. The attack the tenant suffered at work escalated the tenant's previous drama in her life and escalated her mental health condition.

The landlord testified that they have no guarantees that the tenant will continue to take her medication as prescribed and the landlord must consider the safety of everyone else in the park.

Analysis

After careful consideration of the testimony and documentary evidence before me and on a balance of probabilities I find as follows:

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice. Where more than one reason is indicated on the Notice the landlord need only prove one of the reasons. The burden of proof is based on the balance of probabilities, meaning the events as described by one party are more likely than not.

When considering a One Month Notice to End Tenancy for Cause the Landlord has the burden to provide sufficient evidence to establish the reasons for issuing the Notice to End Tenancy.

After consideration of the above, I find there is sufficient evidence to prove the reasons listed on the Notice issued September 08, 2016. Based on the evidence before me I find the tenant did make threats against an employee of the landlord that have since been escalated to Crown Prosecution. Threats of this nature have to be taken seriously when making a decision to end a tenancy. While I have considered the tenant's testimony and that of her advocate concerning her mental health condition is currently improved, the fact remains that these threats did occur and the landlord has no guarantees that if in the future the tenant's mental health condition worsened or the tenant decided to stop

taking her medication that the tenant would not carry out her threat or cause other disturbances in the park with other tenants.

Based on these threats alone and her actions towards other tenants I find the landlord has met the burden of proof regarding the reasons provided on the Notice. Accordingly, I dismiss the tenant's application to cancel the Notice.

S. 48(1) of the *Act* provides that:

48 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 45 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find the landlord's Notice to End Tenancy does comply with s. 45 of the *Act* and the landlord requested that I uphold the Notice and issue an Order of Possession effective on November 15, 2016; as I have dismissed the tenant's application I therefore issue an Order of Possession to the landlord pursuant to s.48 of the *Act*.

Conclusion

The tenant's application to cancel a One month Notice to End Tenancy is dismissed without leave to re-apply.

The landlord has been issued an Order of Possession effective **on November 15, 2016** pursuant to s. 48(1)(b) of the *Act*. This Order must be served on the tenant. If the tenant remains in Possession of the pad and does not relinquish that possession to the

landlord then the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The tenant's application for an Order for the landlord to make repairs to the unit site or property and to recover the filing fee from the landlord for the cost of this application are dismissed without leave to reapply.

The tenant's application for a Monetary Order for the cost of emergency repairs and for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement are dismissed with 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 19, 2016

Residential Tenancy Branch

