



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OPC, FF

Introduction

This hearing dealt with the landlord's and tenant's application pursuant to the *MANUFACTURED HOME PARK TENANCY ACT* ("Act") for:

The landlord has filed an application for the following"

- authorization to recover the filing fee for its application from the tenant, pursuant to section 65; and
- an order of possession pursuant to section 48.

The tenant has filed an application for the following:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. The tenant had an advocate present to assist him.

Issues to be Decided

Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenancy began on or about August 1, 2011. Rent in the amount of \$406.90 is payable in advance on the first day of each month. The landlord testified that the tenant has ignored and disobeyed numerous written requests for him to comply with park rules, municipal

bylaws and the tenancy agreement. The landlord testified that the tenant made numerous alterations and changes to his property without the written consent of the landlord and that many of the alterations are either in contravention of the park rules or a safety hazard. The landlord testified that the tenant has also refused to maintain his site and pad in accordance with the park rules and that despite numerous requests, the tenant has not complied. The landlord testified that all residents of the park must follow these rules. The landlord requests an order of possession.

The tenant's advocate made the following submissions. The advocate submits that the park manager gave the tenant verbal authorization to conduct the changes to his property. The advocate submits that the changes are in fact upgrades and improvements to the property and not a safety hazard. The advocate submits that the tenant is making every effort to sell the property and to move on. The advocate submits that if the landlord is flexible and is willing to assist in that regard, it could help expedite the tenants' departure. The advocate submits that this situation has been a terrible source of anxiety and stress for the tenant. The advocate submits that the landlord does not have grounds to end the tenancy.

Analysis

While I have turned my mind to all 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 each party's claim and my findings around each are set out below. When a landlord issues a notice under Section 40 of the Act, they bear the responsibility of providing sufficient evidence to support the issuance of that notice. In the matter before me, the landlord has issued a notice on the following grounds:

*The tenant has not done required repairs of damage to the unit/site and:
The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The landlord provided extensive and detailed documentation outlining the process and requirement for tenants to make written requests to make alterations to their home or pad site as per their tenancy agreement and park rules. The landlord has also submitted documentation reminding the tenant of the requirements and their responsibilities. The landlord has provided sufficient evidence to support the issuance of notice on the grounds that the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The One Month Notice to End Tenancy for Cause is confirmed; it is of full effect and force.

Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 48 of the Act. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord an order under section 65 for the balance due of \$100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Based on the circumstances before me, I find it appropriate to have the order of possession take effect at 1:00 p.m. on November 30, 2016.

Conclusion

The landlord is granted an order of possession and a monetary order for \$100.00. The tenancy is terminated.

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: November 08, 2016

Residential Tenancy Branch