



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cassidy Mobile Home Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking more time than prescribed to dispute a notice to end a tenancy, for an order cancelling a notice to end the tenancy for cause, and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord attended the hearing. The parties each gave affirmed testimony and were given the opportunity to question each other. The parties agreed that all evidentiary material has been exchanged, all of which has been reviewed and is considered in this Decision.

During the course of the hearing, it was determined that the tenant filed the application for dispute resolution within the time allowed under the *Manufactured Home Park Tenancy Act*, and no additional time is sought.

Issue(s) to be Decided

Has the landlord established that the 1 Month Notice to End Tenancy for Cause was issued in accordance with the *Manufactured Home Park Tenancy Act*?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began sometime in 2004 and the tenant still resides in a manufactured home owned by the tenant which is situated in the Manufactured Home Park. Rent in the amount of \$360.00 per month is currently payable on the 1st day of each month, and there are no rental arrears.

The landlord's agent further testified that the tenant was served with a 1 Month Notice to End Tenancy for Cause, a copy of which has been provided. It is dated September 16, 2016 and contains an effective date of vacancy of October 31, 2016. The reason for

issuing it states: Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant was unhappy with neighbours that moved onto the site next to the tenant's site and on August 13, 2013 the tenant wrote a letter to the owner of the park saying that Mormons are a cult and a non-person. The tenant also doesn't like kids, and the neighbours had grandchildren visiting. The neighbouring tenant wrote a letter of complaint to the landlord dated July 16, 2013 describing 3 incidents where the tenant disturbed the neighbours by yelling, and swearing at them and their grandchildren. The landlord's agent also testified that the tenant's letter of August 13, 2013 admits that she swore at the neighbours and the children, and also states that the tenant refuses to apologize. Things escalated and police were called on more than one occasion. Numerous letters and notes have been provided as evidence, including 2 reports of the Park Committee and letters to and from the tenant and the landlord's agents dating back to 2010. The notices and letters refer to disturbances by the tenant to other tenants and the lack of upkeep in the tenant's yard.

The neighbours moved out of the park in September, 2016, however the handy-man for the park wrote a letter to the landlord dated September 6, 2016 describing a conversation between himself and the tenant wherein the tenant said that she would treat grandkids or kids of new tenants the same way, and that the writer felt the tenant was bragging about getting away with her behaviour. A copy of the letter has been provided for this hearing.

The landlord's agent further testified that a process exists for tenants to express complaints or suggestions. The park has a committee made up of professionals with a lot of arbitration experience, and the manager of the park can obtain advice from that committee. Tenants can give complaints to the manager, and the manager can deal with certain things in accordance with the Park Regulations. Tenants can also write to the park committee, and if issues are not resolved, tenants can apply for Arbitration with the Residential Tenancy Branch.

The landlord testified that the committee and the landlord thought the matter could be put to rest once the neighbour moved, however, the tenant's position is that it's her right to speak her mind and in a democratic society is entitled to make statements about hating Mormons.

The tenant testified that a certain size of lot was promised at the beginning of the tenancy. The tenant has lived on that site for 8 years and there have been no other issues with neighbours.

The tenant further testified that she saw through her window that the new neighbours were removing trees, flowers and other things that the tenant had taken care of from an area that was a portion of the tenant's site. The tenant went over and asked them why they were taking down the trellis' and the neighbour responded that it wasn't the tenant's site anymore according to the Manager. It resulted in a loss of about 2 feet of the tenant's yard. The tenant had a very unpleasant conversation with the landlord's agent who advised there were new boundaries. It also meant that a shed was half on another site.

The tenant further testified that the neighbours were very disturbing. The tenant told the neighbour that because the tenant doesn't believe in the neighbour's faith, they could not be friends. Then the neighbours cut the trees, one of which was partially on the tenant's lot. They also cut them up on the lot next to the tenant's living area, and cut a stump with a chain saw next to the tenant's bedroom, disturbing the tenant. One of the residents in the neighbouring site also called the tenant a whore, and things definitely progressed from that point.

The neighbours' kids were being babysat at the neighbouring site and they screamed a lot and were there often.

The tenant did not talk to the landlord about the disturbances, testifying that anytime the tenant spoke with the neighbours, the neighbours would go running to the Manager.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was issued in accordance with the *Manufactured Home Park Tenancy Act*, which can include the reason(s) for issuing it. I have reviewed the 1 Month Notice to End Tenancy for Cause and I find that it is in the approved form and contains information required by the *Act*. The reason for issuing it is in dispute.

I have also reviewed the letters and other evidentiary material provided by the parties. In particular, and more recent than some of the letters provided, is a letter dated June 15, 2016 from the owner of the manufactured home park, agents of the landlord and Park Committee to the tenant that sets out several incidents, and states: "... the park can not tolerate any further escalation of the hate you hold towards your neighbour." I also consider the letter dated September 6, 2016 from the handy-man who did work for the tenant, which states that the tenant reported that she would treat new neighbours the same as the previous neighbour's and kids. The notice to end the tenancy was issued on September 16, 2016 and the neighbours who were allegedly disturbed moved away in September, 2016. The tenant has been a long-term tenant, and is elderly, but

the compelling reason for the landlord to refuse to cancel the notice to end the tenancy is because the tenant admits she will cause disturbances again.

The tenant testified that the landlord advised about new boundaries encroaching on the rental site, and that the neighbours were very disturbing. There is a process with the Park Committee and with the Residential Tenancy Branch for dealing with complaints, and screaming and swearing at children, or disturbing other residents of the park to express displeasure is not part of the process.

The subject of this dispute is whether or not the landlord has established that the tenant has unreasonably disturbed another occupant or the landlord. I find that the tenant has, and will continue to do so, and I see no reason to cancel the notice. I find that the landlord has issued the 1 Month Notice to End Tenancy for Cause in accordance with the *Manufactured Home Park Tenancy Act*, and the tenant's application is hereby dismissed.

The *Manufactured Home Park Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord. The landlord's agent is content with an Order of Possession effective 6 months from now to afford the tenant an opportunity to sell the manufactured home. I accept that, and I grant the Order of Possession effective May 31, 2017.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed. I hereby grant an Order of Possession in favour of the landlord effective May 31, 2017. This order is final and binding and may be enforced.

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 23, 2016

Residential Tenancy Branch

