



# 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      CNL, MNDC, AS, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Manufactured Home Park Tenancy Act* (the “Act”), to cancel 12 Month Notice to End Tenancy for Conversion of Manufactured Home Park, (the “Notice”) issued on November 29, 2016, for a monetary order for compensation under the Act, to allow a tenant to assign or sublet and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Preliminary and procedural matters

In the tenant’s application they seek compensation in the amount of \$20,000.00 as an administrative penalty; however, the tenant is not entitled to money collected under this portion of the Act. Further, only the director can determine if an administrative penalty is warranted and any money collected is payable to the government. Therefore, I dismiss this portion of the tenant’s claim.

### Issues to be Decided

Should the Notice issued on November 29, 2016, be cancelled?

Should the tenant be allowed to assign or sublet?

### Background and Evidence

Rent in the amount of \$165.00 was payable on the first of each month.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the site on November 30, 2017.

The reason stated in the Notice was that the landlord has:

- The landlord has all necessary permits and approvals required by law and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or residential use other than a manufactured home park.

The landlord testified that they purchased the property in 2016, as it is surrounded by commercial property and they had hoped to develop the property sometime in the future. The landlord stated the plans for development have not yet been done. However, they want to end the tenancy based on two reasons.

First, there are only two tenants remaining in the park and they have both been served with a notice to end tenancy. The landlord stated that their combined rent is \$360.00 per month which does not cover the annual costs of operating the park. As examples of costs are the following: snow removal to allow access to the sites is approximately \$2,000.00, grading pot holes and dust control \$500.00, grass maintenance \$800.00, property taxes \$4,500.00. The landlord stated that the infrastructure is getting old which it is not practical to invest upwards of \$20,000.00 to replace it. The landlord stated that it is more cost-effective to leave the land vacant and use it to dump snow during the winter months. As snow removal is required in this area.

Second, they feel that they can no longer work with the tenants and no longer want to rent the sites for residential use in a manufacture home park. The landlord stated no permits are required to leave the land vacant or to dump snow.

The tenant testified that the landlord originally said they were going to be operating the manufacture home park and would like to attract new renters and would like to improve the conditions. The tenant stated that two other manufacture homes in the park have been demolished.

The tenant testified that they have been trying to sell the manufacture home; however, the landlord will not allow them to sell it.

The landlord testified that they have not said the tenant could not sell the manufacture home; however, when they were contacted by a potential purchaser they informed the person that they were closing the park. The landlord stated that they have an obligation to be truthful.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reason stated in the notice.

In this case there are only two remaining tenants in the park. The operating cost of the park far exceeds the gross monthly rent, I find it is reasonable that the landlord would rather leave the land vacant, rather than continue to lose money to keep the park open.

Further, I find the landlord has the right to cease being a landlord as this is a business decision that they are entitled to make or use the property for other purpose other than a manufacture home park, such as to dump snow. No permits are required to leave the land vacant or to dump snow.

I find the Notice issued on November 29, 2016, has been proven by the landlord and is valid and enforceable. Therefore, I dismiss the tenant's application to the cancel the Notice. The tenancy will end on November 30, 2017 in accordance with the Act.

Since I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective **November 30, 2017, at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Further, I find the tenant has failed to provide sufficient evidence of any assignment; no contract for purchase was presented or any other documents as required by section 28 of the Act. The landlord and the tenant have a duty to inform any potential purchaser that the park is closing.

Since the tenant was not successful with their application, I find the tenant is not entitled to recover the filing fee from the landlord.

### Conclusion

The tenant's application to cancel the Notice, issued on November 29, 2016 is dismissed. The landlord is granted an order of possession.

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: January 17, 2017

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Residential Tenancy Branch