



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, FF

### Introduction

This hearing was convened to deal with an application by the named tenants pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for an order cancelling a 1 Month Notice to End Tenancy for Cause dated June 14, 2017 (the “1 Month Notice”) and for recovery of the application filing fee.

Both of the named tenants and the landlord attended and had full opportunity to be heard, to present affirmed testimony, to make submissions, to present documentary evidence, and to respond to the submissions of the other party. Two witnesses also attended for the landlord.

Service of the tenants’ application and notice of hearing was not at issue.

### Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 Month Notice?

Are the tenants entitled to recover the application filing fee?

### Background and Evidence

There was a copy of a tenancy agreement in evidence from the landlord. It records an agreement between PT and HZ and the landlord for a tenancy beginning in May of 2012 for site #79. Over the course of the hearing it became clear that PT, whose tenancy the landlord wishes to end, has been occupying site #16 with her husband for several years.

The other named tenant, HZ, does reside at #79. He testified that he resides there and that his wife resides in a care-home in town. HZ paid the filing fee to dispute the landlord’s 1 Month Notice.

The landlord acknowledged that PT occupies another site but observed that the tenancy agreement from 2012 says otherwise. PT testified that the landlord is aware of where she lives. The landlord was reminded that it is the landlord’s responsibility to have a current tenancy agreement for each rental unit or site.

The landlord stated that he did not wish to end the tenancy for unit #79 or for HZ.

The 1 Month Notice was served by posting it on the door of the manufactured home occupying site #79. It was addressed to both PT and HZ, who applied to dispute it within the applicable time limit.

The 1 Month Notice indicates that the tenant or person permitted on the property by the tenants have “engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord.”

Both of the landlord’s witnesses recounted an interaction between PT and LR in which PT yelled and swore at LR about her dog. The landlord described the incident as an “assault” on LR and suggested that PT had made “death threats.” Later in his testimony the landlord clarified that PT had “uttered threats” but had not threatened LR’s life.

LR testified that PT yelled and swore at her and that although she was “crumbling” she tried to stay calm because of the dogs present. LR said that PT told her that next time she saw her she was going to punch her in the head. LR called the police, and they attended and spoke to PT about her conduct. They advised PT to stay away from LR.

After the police had attended, PT returned to LR and the police were called again. A card from an RCMP officer indicating “2 times” and a file number were provided.

LR testified that she was upset and frightened for days, and didn’t want to walk the dogs for fear of running into PT. She said she does not want to experience conflict like that ever again. She said she wanted the police to charge PT and was disappointed that they did not. In her written statement LR states that PT was intoxicated. MW confirmed LR’s description of the interaction and said that PT “ripped” the leash out of LR’s hand violently.

The tenant in response admitted the interaction but said that it has been inflated. She said that it happened in the morning and that there were sensitivities involved because LR or another occupant had on another occasion taken her dog to the pound. She conceded that she uttered some “unfortunate words” but did not admit that she threatened LR. She said that she felt that a dispute over a dog should be capable of resolution without ending a tenancy.

### Analysis

Based on the agreed upon testimony from both parties, I find that the tenancy between the landlord and PT and HZ for site #79 ended when PT moved into another manufactured home on another site. Section 37 of the Act sets out the various ways a tenancy may end. I find that the tenancy between PT and HZ and the landlord for site #79 as set out in the written agreement in evidence ended by operation of s. 37(1)(d) when PT vacated the manufactured home and site #79.

The landlord has continued to accept rent from HZ and has thereby created another tenancy agreement with HZ for unit #79, whether written or oral.

There is also another tenancy agreement covering site #16. The terms of that agreement may be written or oral. There was little evidence about that agreement at the hearing. The landlord has not served notice to end that tenancy at this stage.

Section 45 of the Act requires that in order to be effective, a notice to end tenancy must (among other things) be in writing and must give the address of the manufactured home site. The 1 Month Notice under consideration does not set out the correct address. It is therefore void and ineffective.

I make no findings as to whether there is cause to end the tenancy.

#### Conclusion

The tenants' application to cancel the 1 Month Notice is allowed. The 1 Month Notice is void. This tenancy will continue until it is ended in accordance with the Act.

As the tenants have been successful, they are authorized to recover the filing fee.

As HZ paid the fee, and should not have been served to begin with, I authorize HZ in unit #79 to withhold \$100.00 from his rental payment on a one time basis in full satisfaction of this amount.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. A decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 23, 2017

\_\_\_\_\_  
Residential Tenancy Branch