



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPB FF

Introduction:

Both parties attended the hearing and gave sworn testimony. I find the tenant was served with the One Month Notice to End Tenancy dated July 17, 2017 to be effective August 31, 2017 and with the Application for Dispute Resolution hearing package, both by registered mail. I find the documents were legally served pursuant to sections 88 and 89 for the purposes of this hearing. This hearing dealt with an application by the landlord pursuant to *the Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

1. An Order of Possession pursuant to Sections 40(1)(g) and 48; and
2. To recover filing fees.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is cause pursuant to section 40 to end the tenancy for a material breach of the tenancy agreement that was not corrected after reasonable time to do so? If so, are they entitled to an Order of Possession?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and make submissions. The Notice to End Tenancy was a one month notice given for a breach of a material term of the tenancy agreement that was not corrected within reasonable time after notice to do so. The tenant did not dispute the notice and the time to do so has expired.

The landlord provided evidence that the tenant has rented his trailer to a person who brought an unauthorized dog into the park. The park Bylaws specifically list the maximum height of a dog that may be allowed to reside in the park. The person living in the trailer has a dog that exceeds the maximum height. The landlord said they have tried to solve this issue for the past 5 months without success and now request an order of possession effective two days from service and recovery of the filing fee.

The tenant said that the person to whom he rented his trailer has been served a 30 day Notice to End Tenancy but the hearing is not scheduled until January 9, 2018. He said that he had warned her initially and she said the dog was leaving but it was back again within two weeks. The landlord said they are hoping to solve this issue with the tenant but require the Order of Possession.

In evidence are copies of proof of service, the One Month Notice to End Tenancy, the tenancy agreement, Bylaws and letters notifying the tenant of the breach of the Bylaw and requiring compliance. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession

As explained to the parties in the hearing, the landlord served the One Month Notice to End Tenancy on July 17, 2017, the tenant did not dispute the Notice and the time to do so has expired. Pursuant to section 40(5) of the Act, the tenant is conclusively presumed to have accepted the effective date on the Notice and must vacate the site. Moreover, I find the weight of the evidence is that there is good cause to end the tenancy. I find there is a dog which exceeds the maximum height requirements authorized in the Park Bylaws, the tenant was notified to correct the situation and has not done so. I find the tenancy ended on August 31, 2017 and the landlord is entitled to an Order of Possession. As discussed, the landlord may continue to accept rent “for use and occupancy only and not to reinstate the tenancy” until the tenant vacates.

Conclusion:

The tenancy ended on August 31, 2017. I find the landlord is entitled to an Order of Possession effective two days from service and to recover the filing fee for this application.

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 09, 2017

Residential Tenancy Branch