



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC FF

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. The tenant was 10 minutes late due to a telephone problem and the evidence was reviewed with her before proceeding. The One Month Notice to End Tenancy for cause is dated September 17, 2017 to be effective November 30, 2017 (as corrected in the hearing by the landlord). The landlords said they served the Notice personally to the female tenant on September 27, 2017 and to the male tenant in early October, 2017 so realized the effective date of the Notice should be November 30, 2017. They said the tenant served them personally with their Application for Dispute Resolution hearing package. I find the documents were legally served pursuant to sections 81 and 82 of the Act. The tenant applies pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause pursuant to section 40;
- b) To recover the filing fee for this application.

### **Issues to be Decided:**

Has the landlord proved on the balance of probabilities that there is good cause to end the tenancy? Or is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended and were given opportunity to provide evidence and make submissions. The Notice to End Tenancy is a one month notice given for cause pursuant to section 40 of the Act. The causes stated are that the tenant or a person permitted on the property by the tenant has

- (a) Breached a material term of the tenancy agreement that was not corrected within a reasonable time to do so.

The landlord said the tenant and other males on their property have been significantly interfering with and unreasonably disturbing other occupants of the park by doing mechanical work on vehicles at all hours. They said they talked with the tenant many times but the tenants and guests continued with their work. The landlord said the Park Bylaws were even amended to include a prohibition against doing mechanical work on any vehicle within the park boundaries but the tenants continued in their behaviour.

The landlord provided a number of letters from neighbours in evidence complaining about the noisy behaviour of these tenants and stating they witnessed mechanical work being done on vehicles after the prohibition. The tenant said the property is adjacent to an auto body business that is very noisy and that is the problem, not their work. The landlord said the commercial auto body business closes at 5 p.m. and the park does not suffer from their noise in the evening. The letters also noted the tenants' fighting and noisy behaviour that severely affected their peaceful enjoyment.

The tenant denied any problems with their behaviour and said she did not interact with neighbours at all. In her documentary evidence, she accused various neighbours of having ulterior motives for their complaints. The landlord pointed out that since 2012, the unit beside the tenants has been sold twice because of their disturbance and another lady is residing elsewhere although paying rent on her site near the tenants' site. She can't live with the noise. Police have been called various times. The tenant says she knows nothing about what her neighbours are doing. She said the landlord went door to door to collect complaint letters about them.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis:**

I have considered all oral and documentary evidence, although not all is referenced in the Decision.

**Order of Possession**

I find that the landlord is entitled to an Order of Possession. I find the weight of the evidence is that the landlord has good cause to end the tenancy. I find the landlord's evidence credible that the behaviour of the tenant and persons permitted on the property by them have significantly interfered with and unreasonably disturbed other occupants of the trailer park by breaching the material terms of their tenancy agreement. They have been doing noisy mechanical work on vehicles and engaging in many loud disputes with each other contrary to the Bylaws of the park. Although the tenant denied the breaches and said they were quiet, I find the landlord's credibility is well supported by the many complaint letters in evidence and the list of police incidences involving the tenants.

After much negotiation, the landlord agreed to an effective date for an Order of Possession of April 30, 2018.

**Conclusion:**

I dismiss the application of the tenant without recovery of the filing fee due to lack of success. The tenancy ended on November 30, 2017. I find the landlord is entitled to an Order of Possession effective April 30, 2018 as agreed.

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: December 20, 2017

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Residential Tenancy Branch