



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIDGEVIEW CAPITAL LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Part Tenancy Act* (the *MHPTA*) for:

- an Order to cancel the landlords One Month Notice to End Tenancy for Cause pursuant to section 40; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The parties confirmed that the exchanged documentary evidence.

Issues(s) to be Decided

Is the tenant entitled to have the notice cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The landlord gave the following testimony. The tenant moved into the park March 2013 and pays \$304.00 to rent the pad for her home. The landlord testified that car tents are against park rules. The landlord testified that the tenant has a car tent. The landlord testified that a One Month Notice to End Tenancy for Cause was issued October 25, 2017 for:

"Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so."

The tenant testified that many people in the park have car tents and that it's not harming anyone and that many of them continue to have their car tents. The tenant testified that she wants to keep it for as long as possible.

Analysis

The landlord issued the notice on the basis of a breach of a material term that was not corrected after written notice was given. The landlord failed to provide sufficient evidence to show that having a car tenant was such a breach and the affect it would have on the park, the landlord or other tenants. Furthermore, the landlord did not provide sufficient evidence to show that this breach was so extreme that it would require the tenancy to end. When a landlord issues a notice under Section 40 of the Act, they bear the responsibility of providing sufficient evidence to support the issuance of that notice; in this case he landlord has not satisfied me that this is a material breach of the tenancy agreement. Based on the insufficient evidence before me, I hereby set aside the notice; it is of no force or effect.

As the tenant was successful in their application they are entitled to the recovery of the filing fee for this application. The tenant is entitled to a one time rent reduction of \$100.00 from the rent due on February 1, 2018.

Conclusion

The notice is cancelled. The tenancy continues.

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 18, 2018

Residential Tenancy Branch