



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KING GEORGE MOBILE HOME PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed January 10, 2018 wherein the Landlord sought an early end to tenancy pursuant to section 49 of the *Manufactured Home Park Tenancy Act* (the "Act").

The hearing of the Landlord's Application was scheduled for teleconference at 11:00 a.m. on February 13, 2018. Only the Landlord's representatives called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord's agent, L.M., testified that he served the Tenants with the Notice of Hearing and the Application on January 14, 2018 by registered mail. A copy of the registered mail tracking numbers for the packages individually sent to both Tenants is provided on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 83(a) of the *Act* documents served this way are deemed served five days later; accordingly, I find the Tenants were duly served as of January 19, 2018 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?

### Background and Evidence

The circumstances giving rise to this application are as follows.

L.M. testified that at approximately midnight on January 9, 2018, the Tenant, R.W., smashed a door of a manufactured home across the street from the subject site with a splitting maul. L.M. stated that there was no prior history between R.W. and the victim, and that it appears R.W. was impaired by drugs at the time. L.M. stated that the incident was witnessed by an elderly renter, and that when R.W. was arrested he was still carrying the splitting maul over his shoulder. L.M. stated that R.W. was charged with mischief and released on an undertaking not to attend the manufactured home park.

Despite the undertaking not to attend the park, R.W. has been seen at the park on numerous occasions. L.M. stated that R.W. and his friends appear to be "partying" and playing their music very loud which also disturbs others in the park.

L.M. stated that the elderly renter who witnessed this is afraid for her safety.

### Analysis

Based on the above, the Landlord's undisputed testimony and evidence, and on a balance of probabilities, I find as follows.

Section 49 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be the tenancy.

In this case, I find that the Tenant, R.W., has significantly breached the tenancy agreement and the *Act* by unreasonably disturbing other occupants of the manufactured home park. I accept the Landlord's evidence that R.W. smashed a neighbour's door with a splitting maul in the middle of the night. Such physical violence is entirely unacceptable in a tenancy. I accept that this was very frightening for the elderly tenant who witnessed R.W.'s actions, as well as for the victim whose door was smashed. I further accept that R.W. was directed not to attend the park, yet continues to do so. I therefore find that the Landlord has established sufficient cause to end this tenancy.

I also find it would be unreasonable to wait for a one month notice to end tenancy to take effect. I therefore grant the Landlord's application to end this tenancy early.

### Conclusion

The Landlord's application to end this tenancy early pursuant to section 49 of the *Act* is granted. I grant the Landlord an Order of Possession effective **immediately**. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that court.

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: February 13, 2018

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Residential Tenancy Branch