



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MONARCHY HOMES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNL FF

Introduction

Both parties and witnesses attended the hearing and gave sworn testimony. They confirmed the 12 Month Notice to End Tenancy dated January 23, 2018 to be effective January 31, 2019 was served personally. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution to the lawyer's office and the landlord agreed they received it. I find the documents were legally served pursuant to sections 81 and 82 of the Act for the purposes of this hearing. 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 landlord's use of the property pursuant to section 42; and
- b) To recover the filing fee for this application pursuant to section 65.

Issue(s) to be Decided:

Is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Background and Evidence

Both parties and witnesses attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced March 1998 and rent is \$400 a month now for the site.

The landlord served a 12 Month Notice to End Tenancy pursuant to section 42 of the Act for the following reasons:

The landlord has all the necessary permits and approvals required by law and intends, in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

The tenant contends that the landlord did not have all the permits and approvals required by law when they served the Notice to End Tenancy on January 23, 2018. The

landlord submitted documents from the City as evidence. On October 23, 2018, there was a public hearing. Minutes of a third reading were, in part, as follows:

Bylaw 3027 - Zoning Amendment

To amend the Zoning Bylaw, 1996, No. 2100 to rezone the property located at 19753 55A Avenue from RS1 – Single Family Residential Zone to CD-49 Comprehensive Development Zone to accommodate a 14-unit townhouse development.

The tenant provided input at that hearing. The landlord said the amendment was approved by vote after the hearing. On November 20, 2017, the rezoning Bylaw was passed. It noted a public hearing was held on October 23, 2017. It notes the site dimensions, the location, size and site coverage of the buildings and structures would generally conform to the specifications provided in October 2016 by the architect, copies of which are attached to Development Permit 08-17 (included in evidence). On March 8, 2018, a development servicing agreement was signed and the Development Permit 08-17 was signed on March 28, 2018.

The tenant contended that evidence that the Director of Development sent an email on March 18, 2018 stating that the “City gave final reading to the rezoning bylaw and the owner could now proceed to development” is evidence that all the permits and approvals were not issued prior to issuance of the Notice to End Tenancy. The landlord contended that all the necessary steps were taken **to convert the manufactured home park to a 14 unit townhouse development** in 2016 and 2017, a public hearing was held and approval given in October 23, 2017. The necessary permits and approvals were granted in 2017 for the conversion. The tenant argued that building permits were not issued and the Notice to End Tenancy should not have been issued until after issuance of building permits.

Included with the evidence is the Notice to End Tenancy, October 23, 2017 Minutes, Rezoning November 20, 2017 and servicing agreements. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

Section 42 of the Act provides in part:

A landlord may end a tenancy agreement by giving notice to end the tenancy agreement if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

A twelve month Notice is required and 12 months of compensation. I find the Notice was in the correct form and 12 months compensation has been paid to the tenant and there is no contention that the landlord is acting in bad faith. In dispute is whether or not the landlord required more permits, including building permits, before they issued the Notice on January 23, 2018.

I find a plain reading of the legislation is that the landlord is required to have the necessary permits and approvals to **convert all or a significant part of the manufactured home park...to a use other than a manufactured home park.** I find the landlord was given the approval to convert the park on October 23, 2018 after a public hearing to a 14 unit townhouse development. I find this is supported by the Rezoning to permit this use on November 20, 2017. I find these approvals and permits were all that were necessary for the conversion of the manufactured home park to another use. I note the October 23, 2017 council meeting minutes state the site dimensions, and the location, size and site coverage of the buildings and structures would generally conform to the specifications provided in October 2016 by the architect, copies of which were attached to Development Permit 08-17 (included in evidence). Although the tenant contended building permits should have been issued, I find the issuance of building permits are not a necessary requirement for the conversion of the park. For all of the above reasons, I dismiss the application of the tenant to cancel the Notice to End Tenancy. I find the tenancy is terminated on January 31, 2019. Section 48 of the Act provides in this circumstance, the landlord is entitled to an Order of Possession.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed without recovery of the filing fee due to lack of success. The tenancy is at an end on January 31, 2019. An Order of Possession is issued to the landlord effective January 31, 2019.

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: April 10, 2018

Residential Tenancy Branch