



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hygge Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on June 11, 2018. The Tenant applied for the following relief, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act"):

1. cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause (the Notice) pursuant to section 40;
2. recovery of the filing fee for this application.

The Tenant's agent (referred to as the Agent) attended the hearing and provided testimony. The Landlord attended the hearing and was accompanied by a witness, R.C.

The Landlord confirmed receipt of the Tenant's evidence. However, the Landlord sent his evidence by registered mail on June 3, 2018, which is deemed served 5 days later, on June 8, 2018, pursuant to section 83 of the Act. I find this evidence is late, as per the rules of procedure, which state that the respondent's evidence must be received by the other party and the Residential Tenancy Branch no later than 7 days before the hearing. As this evidence was not served in accordance with the rules of procedure, I will not be considering it any further.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Tenant entitled to have the Landlord's Notice to End Tenancy cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

Both parties provided a significant amount oral testimony. Much of the testimony provided by both parties was contentious, conflicting and difficult to resolve, without further evidence. In this review, I will not summarize and address all evidence and testimony. However, I will focus on the facts and evidence which underpin my findings.

The Tenant's agent and daughter acknowledged receiving the Notice on April 4, 2018, as per her application. The Notice was issued for the following reason:

- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.

Under the Details of Cause section, the Landlord stated that "on or about Dec 2017, S.A. [the agent] knowingly gave false information to prospective purchasers or renters".

The Landlord stated that he issued the Notice because the Tenant's daughter, who attended today's hearing as her mother's agent, spread false information to a person who was looking to rent one of the manufactured home sites on his property. The Landlord referred to a series of Facebook messages which he attempted to provide into evidence. However, as I stated in the outset of the hearing, this evidence is inadmissible, as it was late.

The Landlord also had a witness, R.C., attend the hearing. R.C. was the person who was looking to rent a home site from the Landlord. The Landlord stated that the Agent reached out to R.C. through Facebook, and began to knowingly spread false information about him and his home park to R.C. The Landlord stated the Agent mentioned several things to R.C. which were not true. Examples of these items include: Lying to R.C. about the Landlord taking deposits yet not actually having space to rent, saying to R.C. that the Landlord didn't have permits in place to house more rentals, that there was a discrepancy in how many units were available (12 units instead of 11), that the City of Langford has shut the Landlord down, that there has been illegal rent increases. The Landlord alluded to the fact that there were other issues and items the Agent said to the prospective Tenant, R.C, in attempt to make him look bad. The

Landlord continued to reference the Facebook messages which had already been deemed not admissible, as stated above.

The Landlord's witness, R.C., testified that the Tenant (agent of, and daughter) gave him the information, as stated above, via Facebook messenger. The Landlord stated that there was another home park that recently closed down nearby and he was doing the right thing by trying to offer some of those evicted residents a place to move to. R.C. was one of the people from the other home park that recently closed and he believes that the Landlord in this case was doing the right thing by trying to accommodate people who were going to be without a place to move their trailers to.

The agent stated that she has been acting on behalf of her mother, as of late, because her mother is elderly. The agent stated that they just want to sell the trailer, and move on with their lives, but the eviction notices are getting in the way of the sale. The agent stated that there has been media coverage of the other home park closing down, and she heard some information that made her believe this Landlord is acting in not acting in the interests of those people living in his home park. The agent stated that she heard the Landlord offer spaces to evicted residents of the other park, and she was aware that there was not enough space for him to do this, unless all the current residents move their homes closer together. The agent also stated that she did not want some of these residents of the other park to get into a situation where they had no place to live, so she contacted R.C. to inform him about "what she knew". The agent stated that this is when she shared, via Facebook messenger, some of her concerns, because she didn't want other people to get into trouble by thinking they could move into this particular home park.

The agent stated that she never knowingly gave false information at any time, and she only shared what she believed to be true at the time to help protect some of the other people. The Landlord questioned how the agent knew the information she did, and he believes the agent knew it was false information and was spreading it anyways to harm his business. The Landlord stated that this has impacted his ability to run his business, as the agent is essentially giving him a bad reputation.

The agent continued to express that she was not knowingly spreading any sort of false information. For example, the agent stated that she saw a "stop work order" on one of the Landlord's buildings, and this is partly why she mentioned he didn't have the correct permits to the prospective tenant, R.C. The agent also mentioned that some of the property is "riparian zoning" and was concerned this would make the Landlord unable to accommodate the extra people from the other park. The agent also stated that she was

only trying to share information she believed to be true with someone who was looking at moving into the park.

Analysis

In this decision, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings with respect to whether there are sufficient grounds to end the tenancy.

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid. I note in civil law matters such as these, the standard of proof is based on a balance of probabilities, not the criminal court standard of proof beyond a reasonable doubt.

The Landlord has issued the Notice, under section 40 of the Act, under the following ground:

- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.

Under the Details of Cause section, the Landlord stated that “on or about Dec 2017, S.A. knowingly gave false information to prospective purchasers or renters”.

Although there has been a recent degradation and complication in relations between the Tenant’s agent, and the Landlord, I will only consider the issues as they relate to the ground identified on the Notice. I have considered the evidence before me, and I note the Landlord has failed to provide any admissible documentary evidence to substantiate that the Tenant knowingly provided false information to the prospective tenant, R.C. The Landlord expressed in the hearing that some of the information the Tenant’s agent, and daughter, gave to R.C. was not accurate. Although some of this information may not have been accurate, it appears the agent was largely attempting to share what she believed was true in an attempt to keep the situation from getting worse for current residents of the park, and residents from the other park who may be hoping to move into this park. In any event, I find there is insufficient evidence from the Landlord to show that the Tenant knowingly gave false information to prospective tenants.

I find that the Landlord has not provided sufficient evidence to support the reason to end the tenancy; therefore, the Tenant’s application is successful and the Notice received by the Tenant on April 4, 2018, is cancelled. I order the tenancy to continue until ended in accordance with the *Act*.

As the Tenant was successful with her application, I grant her the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

I note that the Tenant is looking to sell her unit, and leave the park, and I also note that the Landlord is hoping the Tenant moves out of the home park, which suggests that both parties have an interest in ending the tenancy. The Tenant's agent indicated that the continual issuance of Notices to End Tenancy is making it difficult to sell and move on. Although the tenancy will continue for the time being, until it has been legally ended, I encourage both parties to work together on a mutually acceptable end to the tenancy so that each party can move on in a timely manner, and so that the Tenant can sell her manufactured home. Each party has lawful interests which should be respected as both parties seek to move on.

Conclusion

The Tenant's application is successful. The Notice is cancelled.

The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

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: June 12, 2018

Residential Tenancy Branch