



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (1 Month Notice) pursuant to section 40.

SM ("landlord") attended and indicated she would be representing the landlords in this hearing, and had full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 81 and 82 of the *Act*, I find that the landlord was duly served with the tenants' application and evidence. The landlord did not submit any written evidence for this hearing. The landlord indicated in the hearing that they had, in error, submitted the evidence as part of another file scheduled for another time. As the evidentiary material was not submitted for this hearing, the landlord's evidence submitted as part of the other file will not be considered for this hearing.

The tenants confirmed receipt of that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) dated July 9, 2018, with an effective date of September 1, 2018. Accordingly, I find that the 1 Month Notice was served to the tenants in accordance with section 81 of the *Act*.

Issues

Should the landlords' 1 Month Notice be cancelled?

If not, are the landlords entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began approximately 25 years ago, with monthly pad rent currently set at \$434.20, payable on the first of each month.

The landlords served the tenants with a 1 Month Notice to End Tenancy on July 9, 2018 providing four grounds:

1. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
3. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant; and
4. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize the health or safety or lawful right of another occupant or the landlord.

The landlords are seeking the end of this tenancy as the occupant and son of the tenants JR moved in in November 2016, and has been involved in several incidents that have raised serious concern with the landlords and other occupants in the manufactured home park.

The landlords' agent SM is a social worker who testified in this hearing. SM testified JR has caused several person to fear for their safety, including another tenant who lives in the same manufactured home park. SM testified that several phone calls have been made to the police about all the tenants in this dispute, which involve death threats, criminal harassment, and an assault against the landlord RF. SM provided a series of corresponding police file numbers, as well as a court file number for matters involving all the tenants, which is currently before the courts.

The tenants ALR and CR, who are the parents of JR, testified in this hearing that their son is not currently charged with any criminal matters, and the matter before the courts is for a Peace Bond, and not criminal charges. The tenants testified that police file

numbers are not indicative of illegal activity or charges, and that their son has not been charged with the assault incident with RF.

The tenants admit their son was dealing with a difficult period in his life which involved alcohol and anger management issues when drinking, but their son JR has taken anger management courses, and is doing much better.

Analysis

Section 40 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may dispute the 1 Month Notice by filing an application for dispute resolution within ten days after the date the tenant receives the notice. The landlords served the tenants with the 1 Month Notice July 9, 2018, and filed their application on July 19, 2018. As the tenants filed their application is within the time limit under the *Act*. The onus, therefore, shifts to the landlords to justify the basis of the 1 Month Notice.

While the landlords provided oral evidence that the tenants have engaged in illegal activity, the tenants disputed this testimony stating that no formal charges currently exist. As there is conflicting testimony about whether the tenants have actually been charged for any offences, I find that the landlords have not supported the end of this tenancy on the grounds of illegal activity.

The landlords did provide detailed testimony about several events involving the tenants and multiple parties and other tenants in the manufactured home park, which were serious of nature enough to involve the attendance of police. Furthermore, the tenants admitted in the hearing that their son JR was dealing with anger management and alcohol issues, which I find contributed to these incidents. Although the landlords did not meet the requirements for me to end this tenancy on the grounds of illegal activity I am, however, satisfied that the landlords had provided sufficient evidence for me to conclude that the tenants have significantly interfered with and unreasonably disturbed other occupants and the landlord, and on more than one occasion. I find that these events and behaviour justifies the ending of this tenancy on this ground, and accordingly I dismiss the tenants' application to cancel the 1 Month Notice dated July 9, 2018.

Section 48(1) of the *Act* reads as follows:

48 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 45 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 48(1) of the *Act*, I find that this tenancy ended on the effective date of the 1 Month Notice. I find that the 1 Month Notice complies with section 45 of the *Act*. Accordingly, I find that the landlords are entitled to a 2 day Order of Possession. The landlords will be given a formal Order of Possession which must be served on the tenants. If the tenants do not vacate the rental unit within the 2 days required, the landlords may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I dismiss the tenants' application without leave to reapply. I find that the landlords' 1 Month Notice dated July 9, 2018 is valid, and complies with section 45 of the *Act*.

I grant an Order of Possession to the landlords effective two **days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: September 14, 2018

Residential Tenancy Branch