



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

On July 18, 2018, the Landlord submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) requesting an Order of Possession for a manufactured home site, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord's representatives and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

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.

Preliminary Matters:

At the start of the hearing, the Tenant clarified that he is the only one living at the rental unit and that a female that was named in the Landlord's Application no longer lives at the rental unit. The Landlord asked to amend the Application to include only the current Tenant. In accordance with Section 64(3) of the Act, I have amended the Landlord's Application by removing a previous tenant's name and by naming only the Tenant.

The Landlord testified that he served the Tenant with an evidence package on August 22, 2018 by sending it via registered mail. The Landlord provided a tracking number and according to the Canada Post website, Canada Post left a notice at the Tenant's address on August 23, 2018, advising that the package was available to be picked up. The evidence package was not picked up by the Tenant and was subsequently returned to the Landlord. I find that the Tenant has

been duly served with the Landlord's evidence package in accordance with Section 81 the Act and as such, the evidence was admitted and referenced in the hearing.

Issues to be Decided

Should the Landlord receive an Order of Possession for a manufactured home site, in accordance with Section 48 of the Act?

Should the Landlord be reimbursed for the cost of the filing fee, in accordance with Section 65 of the Act?

Background and Evidence

The Tenant and the Landlord agreed on the following terms of the tenancy:

The month-to-month tenancy began on June 1, 1999 and the monthly rent is currently \$947.00 for the manufactured home site. The Tenant owns the manufactured home that is on the site.

Landlord's Evidence:

The Landlord testified that the Tenant has breached a material term of the Tenancy Agreement, specifically Clauses #13, #26 and #32. Clause #13 states the Tenant agrees to maintain ordinary health, cleanliness and sanitary standards through the manufactured home pad. Clause #26 states that any alterations or additions to the Tenant's manufactured home and manufactured home pad, including accessory buildings and other structures, and fences, must be approved in writing by the Landlord and must conform to all local municipal by-laws. Clause #32 states that the Tenant agrees to abide and conform with the current Rules and Regulations (Community Guidelines) of the manufactured home park.

The Landlord provided several copies of letters that had been sent to the Tenant since October 22, 2014 that referred to the requirement for the Tenant to remove the accumulating materials from the site; to clean out his carport; to remove appliances from view; to remove old wood, green waste, renovation materials and cinder blocks from the site; to wash the skirting, trim and awning of his manufactured home and to remove the debris, blue tarp and visible construction material from the site. On May 14, 2018, the Landlord sent a letter to the Tenant that warned that he was in material breach of his tenancy, requested that he address a list of tasks as required by the Community Guidelines within twenty-one days, at risk of being served a 30-Day Notice to End Tenancy.

On June 22, 2018, an agent of the Landlord sent a One-Month Notice to End Tenancy for Cause (the "Notice") to the Tenant via registered mail. The Notice stated that the reason the tenancy was ending was as a result of the Tenant breaching a material term of the Tenancy Agreement that was not corrected within a reasonable time after written notice to do so. The Tenant was given the option to dispute the Notice or vacate the site by July 31, 2018. The

Landlord provided a tracking number and provided evidence that showed the Tenant received the Notice and signed for it on June 27, 2018.

The Landlord provided a copy of a letter sent to the Tenant, dated August 20, 2018, that indicated the home site is further deteriorating and requested that the Tenant remove the tarps and plywood that the Tenant is using to enclose his carport. The Landlord submitted pictures of the Tenant's manufactured home and site to support his testimony.

The Landlord is requesting an Order of Possession for the Manufactured Home Park site as the Tenant has not abided with the terms of his Tenancy Agreement or the Community Guidelines and furthermore, has not disputed the Notice, dated June 22, 2018.

Tenant's Testimony:

The Tenant testified that he was aware that the hearing was to address the Landlord's Application to obtain an Order of Possession for the Manufactured Home Park site in relation to the Notice.

The Tenant stated that he could "appreciate that the home site got uglier and uglier" but that he hasn't been able to keep up. The Tenant stated that he had addressed a lot of the tasks listed in the May 14, 2018 letter from the Landlord and also said that he couldn't afford to store his stuff off site and that the Landlord didn't really help him with the process of removing the garbage and debris.

The Tenant stated that his plan is stay in the Manufactured Home Park and to improve the site.

Analysis

Based on the Landlord's testimony and evidence, I am satisfied that the Landlord had sufficient grounds to issue the Notice to End Tenancy and obtain an end to this tenancy for cause.

I accept the Landlord's undisputed evidence that the Notice was served to the Tenant via registered mail, in accordance with Section 81 of the Act, and that the Tenant signed for it on June 27, 2018. The Tenant did not make application pursuant to Section 40(4) of the Act within ten days of receiving the Notice. In accordance with Section 40(5) of the Act, the Tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the Notice. In this case, this required the Tenant to vacate the premises by July 31, 2018. As that has not occurred, I find that the Landlord is entitled to a two-day Order of Possession; however, the Landlord has consented to provide the Tenant some more time to move out of the Manufactured Home Park and as such the Order of Possession will be issued for October 31, 2018. If the Tenant does not vacate the site on or before 1:00 p.m. on October 31, 2018, the Landlord may enforce this Order in the Supreme Court of British Columbia.

The Landlord's Application has merit and I find that the Landlord should be reimbursed for the \$100.00 filing fee.

Conclusion

Pursuant to Section 48 of the Act, I am granting the Landlord an Order of Possession to be effective on October 31, 2018 at 1:00 p.m. This Order should be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Section 60 of the Act, I grant the Landlord a Monetary Order for \$100.00 as reimbursement for the filing fee for this Application. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: September 13, 2018

Residential Tenancy Branch