



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC FF

Introduction:

Both parties attended the hearing and gave sworn or affirmed testimony. I find the tenant was served with the One Month Notice to End Tenancy dated July 4, 2018 to be effective August 5, 2018 by posting it on the door and with the Application for Dispute Resolution hearing package by registered mail. She acknowledged receipt. The effective date on the Notice is automatically corrected to August 31, 2018 pursuant to section 46 of the Act as a one month Notice to End Tenancy for cause must give a full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. I find the documents were legally served pursuant to sections 81 and 82 of the *Manufactured Home Park Tenancy Act* (the Act). The landlord applies for orders as follows:

1. An Order of Possession pursuant to Sections 40 and 48; and
3. An order to recover the filing fee pursuant to Section 65.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy and that they are entitled to an Order of Possession and to recover the filing fee for this application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. The landlord is requesting an order of possession for cause pursuant to section 40 of the Act. They list the causes as follows:

1. There are an unreasonable number of occupants in the unit;
2. The tenant or a person permitted on the property by them:
 - (i) Have significantly interfered with and unreasonably disturbed other occupants or the landlord;
 - (ii) Have seriously jeopardized the health or safety or lawful right of another occupant or the landlord;

- (iii) Have put the landlord's property at significant risk.
- 3. The tenant or a person permitted on the property by them has engaged in illegal activity that has, or is likely to:
 - (iv) Adversely affect the quiet enjoyment, security, safety or physical well being of another occupant;
 - (v) Jeopardize a lawful right or interest of another occupant or the landlord.
- 4. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord, who does not live on-site, said they have had numerous complaints from other tenants and are fulfilling their obligation to serve notice on this tenant. Petitions signed by a large number of tenants are in evidence stating the tenant has the Police attending her home constantly, there is drug use in her home and she has been caught multiple times sheltering someone against whom there is a restraining order.

The tenant said that a woman in the park separated from her husband and they took him in as he had nowhere else to go. The Police came and arrested him because apparently the woman had a restraining order against him but they had no knowledge of it. They have not had him to visit or stay since. However his wife has treated them as enemies since. Many times she has called the Police and when they come, they search her home and her visitors and husband (if he is visiting) have to produce identification. She said this woman has also organized these petitions and some persons did not even realize what they were signing. One neighbour wrote a letter and said he thought he was signing a petition about garbage. The tenant maintains they don't do drugs or harbour undesirable persons. She said there are 30 complaints on Police files linked to her residence but the 30 are the times she called the Police regarding neighbour harassment. She claims one tried to run her children or her down and some come on her property and threaten her. The landlord agreed that she only had second hand knowledge as she relied on the petitions and allegations made by the tenants. The landlord noted that one Police constable and report noted in evidence was incorrect as it was associated with a different address.

The landlord further noted the tenant was not maintaining her property as required by the Bylaws and lease and she noted specifically an addition not being finished and tires in the front yard. The tenant said she has been cleaning up the property and the tires in front are part of her landscaping; they are painted and a feature. She said they have been working on the addition and have one coat of paint on it and will do a second coat soon. She said garbage has been cleaned up and the property maintained. The landlord said she noted some improvements recently.

The landlord said she realized their evidence may not reach the standard of proof as most of it is hearsay. She said the complaining tenants did not want to attend the hearing and the on-site

manager did not attend. She said she does not want to evict tenants if at all possible and perhaps they could settle on an arrangement to continue the tenancy. The tenant said she is prepared to agree to conditions to continue her tenancy although she plans to move in the spring to leave the contention in the park.

After consideration, the parties freely and voluntarily without any coercion agreed to settle on the following terms and conditions:

Settlement Agreement:

1. The tenant will immediately pay her September rent which is in arrears.
2. The tenant will remove the tires from her landscaping at the front of the property.
3. The tenant will complete the addition and paint within the next 30 days.
4. The tenant will keep a record of her guests and dates they are there and not permit anyone to stay more than 14 days.
5. The tenant will not knowingly permit anyone that has a criminal record or restraining order against them to visit or stay at her property.
6. This agreement settles all matters between the parties in respect of the tenancy to this date.

Analysis and Conclusion:

Based on the above noted settlement agreement, I dismiss the Application of the landlord and find they are not entitled to recover their filing fee as settlement was reached.

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 25, 2018

Residential Tenancy Branch