



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 419710 BC LTD (SILVER RIDGE ESTATES)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNC MNDCT FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The hearing did not conclude on the first date scheduled, and I adjourned the hearing for continuation. The tenant and 2 agents of the landlord company attended the hearing and the landlord's agents were accompanied by legal counsel. The tenant and both agents of the landlord gave affirmed testimony. The landlord called 1 witness, and the tenant called 5 witnesses, all of whom gave affirmed testimony. The parties, or counsel, were given the opportunity to question each other and the witnesses and to give submissions.

During the course of the hearing I had some difficulty viewing digital evidence, and I assured the parties that I would ensure that all evidence would be reviewed prior to completing this Decision. I have now corrected the technical issue. No further issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

At the commencement of the first day of the hearing, I advised the parties that the Residential Tenancy Rules of Procedure require that multiple applications in a single application must be related, and that the primary application before me seeks an order cancelling a notice to end the tenancy for cause. The tenant may have a monetary claim as against the landlord, however I find that is not related and I dismiss that portion of the tenant's claim with leave to reapply.

### Issue(s) to be Decided

The issue remaining to be decided is:

- Have the landlords established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Manufactured Home Park Tenancy Act*, specifically with respect to the reason(s) for issuing it?

### Background and Evidence

**The first agent of the landlord** (NS), hereafter referred to as “the landlord,” testified that this month-to-month tenancy, being the rental of a site in a manufactured home park, began on September 1, 2014 and the tenant still occupies the site. Rent in the amount of \$497.85 is payable on the 1<sup>st</sup> day of each month and there are no rental arrears.

The landlord further testified that his father was running the manufactured home park for many years and had a lot of issues with the tenant. He got sick and the landlord was asked to help and took over to run the park. His duties required that he interact with the tenant, who had an aggressive tone, was confrontational, rude and stand-offish.

On October 15, 2018 around 2:00 p.m. the landlord went to the manufactured home park as he does weekly, and the tenant had parked in the middle of the road. The landlord rolled down his window and asked the tenant to move her car so that it wasn’t blocking the road. The tenant made racist remarks to the landlord and was swearing walking toward the landlord’s vehicle. The tenant leaned into the landlord’s car and spat on the landlord. The landlord put his window up and the tenant moved back. The landlord turned his car around and parked while the tenant was still swearing. The landlord took his telephone out to take photographs, and a copy of the photograph has been provided for this hearing. The landlord went to the office to wash up.

The landlord was supposed to meet someone that day, but couldn’t do so. It was too much, and the landlord had to leave. It’s an on-going thing. On Monday, the 19<sup>th</sup> of November, 2018 the landlord was at the park again around 12:30 and was basically coming off the highway into the park, coincidentally pulling in at the same time as the tenant. The landlord completed his rounds and shortly after, a police officer arrived and stopped the landlord. They spoke for about 30 minutes, and the police officer said that a complaint had been made of the landlord following the tenant. That was ridiculous and the landlord was again prevented from doing his duties. The landlord didn’t leave after that, but did a round-about back to unit 3 in the park because there was a car that wasn’t supposed to be there. He was just doing his duty. He came around and took another photograph.

**The second agent of the landlord** (BS), hereafter referred to as “the landlord’s agent,” testified that he has worked as a landlord at the manufactured home park for about 15 years. He testified that another tenant in unit 3 told him to “go back to where he came from” and the tenant in this matter was present. The tenant has sworn at the landlord’s agent and tried to spit, and also raised the middle finger. The landlord’s agent is afraid of the tenant and doesn’t want her around him. He is nervous and shaken.

On October 15, 2018 the landlord (NS) arrived to help with the duties of the park. The landlord's agent (BS) heard the tenant swearing loudly, and when the landlord's agent came out from working on a tractor close to the mail boxes he saw the tenant swearing at the landlord. Another employee of the landlord was also working on the tractor, and the landlord's agent told him that the tenant had spat on the landlord.

On October 19, 2018 the landlord's agent served the tenant with a One Month Notice to End Tenancy for Cause by registered mail. A copy has been provided for this hearing, and it is dated October 17, 2018 and contains an effective date of vacancy of November 30, 2018. The reason for issuing it states:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord.

The "Details of Cause(s)" section states: "The tenant has been unreasonably disturbing the landlord as early as 2016 on a number of occasions. On May 31, 2018 the tenant was warned by the landlord about her inappropriate behaviour, which significantly interfered with the landlord. Most recently, on October 15, 2018, when the landlord's agent visited the park to perform statutory duties, the tenant swore, made racist remarks and spat on the landlord's agent. The tenant has significantly interfered and unreasonably disturbed the landlord."

During the long weekend of November 10, the landlord's agent had 2 employees help fix the tractor and blade for winter. The landlord's agent was in pain and went to sit down, and when he turned around he saw the tenant right in front of his face. He told her he was in pain, but she prevented him from leaving; when he went left, the tenant went left, and when he went right, the tenant went right. The parties were nose to nose when the tenant said, "Where is my fucking heater, you fucking Hindu?" The tenant tried to push the landlord's agent but didn't hit him. He was afraid the tenant would knock him down. The landlord's agent went to one of the employees to get a phone number for the police, and made a report. The police officer said he didn't think the tenant would listen to police. The tenant told others she was going to kill the landlord's agent, and he has never gone there since unless the employee is with him.

**The landlord's witness** testified that he was an assistant of the landlord, learning to run a trailer court and help with maintenance. The witness does not get paid.

On October 15, 2018 he was at the park working on a tractor. He heard someone screaming and yelling in the background and heard vulgar language, but didn't have his glasses on so didn't see much. He heard the tenant call the landlord a fucking Hindu and a lot of yelling and screaming, and the landlord didn't want the tenant in his face; the landlord has health issues. The witness has provided a statement describing what he heard on that occasion, but there were other occasions.

**The tenant** testified that most of the evidence of the landlord is fabricated in retaliation from several previous arbitrations that the landlord has been unsuccessful with. There have been 9

hearings with 6 Arbitrators. In all cases, the tenant was the lead tenant or an agent and advocate in 2 of the cases. One hearing in 2016 had to be adjourned twice because the Arbitrator couldn't find evidence that the landlord claimed had been submitted. In one case the landlord claimed that he had sent to all 3 tenants copies of evidence, but could not provide a tracking number or a date, and all 3 tenants verified they hadn't received any documents from the landlord, so the Arbitrator didn't consider any of the landlord's evidence. Copies of the Decisions have been provided as evidence for this hearing, and the tenant described several incidents where the landlord and the landlord's agent have not been truthful.

On October 15 and 16, 2018 an incident was a result of the tenant and a neighbouring tenant standing up to the landlord. The landlord's video clearly shows that the tenant was getting her mail. The landlord's written statement states that the tenant was parked in the middle of the road, but that is not what's shown in the landlord's digital evidence, nor does it show that the tenant was blocking any traffic. The tenant has provided a photograph showing that the tenant's vehicle was not in the middle of the road or blocking traffic and was on the right side of the white line. In actuality, the landlord was in the middle of the road.

The landlord honked his horn loud and long and told the tenant she couldn't park there and had to park in front of the clubhouse, however the tenant reminded him that according to park rules she could not park in front of the clubhouse. The landlord then told the tenant she had to park in front of her own house and walk to the mailbox. The landlord parked in front of the clubhouse and told the tenant, "This is a verbal warning." The tenant told him that any warning had to be in writing; then got into her car. As the tenant drove away, the landlord took her photograph and the tenant waved with both hands. The landlord testified that he went to wash from being spat on, however the video shows the landlord walking toward the tenant's car. He didn't go wash, which is another incident of his deceitfulness. He got out of his vehicle, walked to the tenant's car and then behind the tenant's car. If the tenant had spat on him, he would have walked into the clubhouse, not to the tenant's car. He had a smile on his face, and was not distressed or upset. His testimony was that he was so upset he had to go home and couldn't work, however if he was so afraid, he wouldn't have stood in front of the tenant's running vehicle. The video shows he was not afraid.

After the tenant left, 2 other tenants stopped in the same place to get mail and were not accosted by the landlord or told not to stop there. The rules of the park specify that tenants cannot park on the road except to load or unload for 20 minutes. Everyone stops to get their mail at the mail boxes.

The tenant is 70 years old, and testified that she did not swear at the landlord or spit on him, and such an allegation is ridiculous. The only evidence of that is the testimony of the landlord's agent who has also lied. The landlord is using this opportunity to evict people and send a message to intimidate other tenants. The tenant does not swear, did not make any racist slurs and did not tell the landlord to go back to India. The accusations are unbelievable, and another example of false accusations that the 2 men make.

The landlord's agent also testified that he was terrified, but stood less than a foot from the tenant for several seconds. The tenant was conversing with the landlord, who was in his car yelling, and the video shows the tenant pointing at the mailboxes. The landlord's video contradicts written and verbal statements, like the landlords are telling 2 different stories.

On November 10, 2018 tenants had gone into the clubhouse to decorate for Christmas and went for lunch. The heat wasn't turned on, so the tenants took a couple of heaters to the clubhouse. When they returned in less than one hour one of the heaters was missing. The tenant asked the landlord where the heater was, and he put his hands up, yelling at the tenant and told the tenant not to talk to him. Another tenant drove up and witnessed it. She stopped her car and told the tenant to get in because she was afraid the landlord would hit the tenant. A police officer talked to the tenant and advised the tenant to get a camera like the one the landlord had.

**The tenant's first witness** (BA) testified that she has been a tenant in the manufactured home park for 17 years. Her unit looks out directly to the mailboxes.

On October 15, 2018 the witness was in her kitchen with the window open and heard loud honking. The witness saw the tenant at the mailbox and saw the landlord parked beside the tenant and yelling at the tenant from inside his vehicle. The parties were parked side-by-side facing the same way, and the tenant was in her car. The witness went to see if the tenant was okay because the landlord was yelling loudly at the tenant, and by the time the witness got outside the tenant was driving by. The tenant stopped at the witness' home and told the witness that the landlord yelled at her for getting her mail and said she wasn't allowed to stop there. The landlord's agent came out of the shed. That has never been an issue with tenants prior and everyone in the park does so. After the witness went back to her home, she saw 2 more tenants do the same, and nothing was said by the landlord or the landlord's agent who were both still there.

The witness also testified that she is very uneasy giving her statement for fear that the landlord will retaliate and give the witness a notice to end the tenancy. The landlord has done it to others for standing up for their rights.

**The tenant's second witness** (AV) testified that he has been a tenant in the manufactured home park since 2008.

Each year, the witness dog sits 2 dogs for his son while his son is on vacation. It has never been a problem. However, in October, 2018 the witness received a One Month Notice to End Tenancy for Cause. The witness was told that the dogs had to be removed within 48 hours, and the witness complied within 24 hours. However, the tenant disputed the Notice, and the landlord said that the witness tried to threaten the landlord with his cane. The witness denies that, and testified that he is 73 years old and handicapped, and walks with a cane. The witness does not trust either the landlord or the landlord's agent to tell the truth. The eviction notice was cancelled at Arbitration.

The witness also testified that despite asking for 10 years, he never received a copy of his tenancy agreement from the landlord. Also, the landlord and landlord's agent have never introduced themselves, nor was there ever a meeting about new management, so the witness doesn't know when they took over.

Tenants in the park have had a number of disputes with the landlord, and the tenant in this matter has helped. There have been 9 hearings since 2016 and were always won by the tenants, not the landlord. On one occasion, the landlord's agent was cleaning a septic tank with a septic tank person. The witness has a technical background and was interested, looking at how it was going. The landlord's agent told the witness to go away and he had a shovel in his hands and pushed it in front of the witness. The witness stepped back, or the landlord's agent would have hit him. It was a common area of the manufactured home park. The landlord's agent was very aggressive toward the witness.

It's now like a jail camp. The witness understands there are rules, but if problems arise the proper way to handle them is to knock on doors and see if problems can be solved, not to go directly to eviction.

**The tenant's third witness** (OV) testified that the tenant is friendly and helps a lot of people in the manufactured home park. The tenant is the witness' friend and they do lots of things together.

The witness and her husband always set up Bingo in the clubhouse, a common area in the manufactured home park, and the tenant also helps. The tenants each pay \$20.00 per month for the use of the clubhouse, and tenants usually play Bingo in there.

On October 16, 2018 the witness and others were upset because a camera had been placed in there, which was the first time a camera had been in there, and they didn't want to be spied on. One of them placed a plant in front of the camera when setting up the room. The witness left, and when she returned a couple hours later, the plant had been removed, so a neighbouring tenant put plastic in front of the camera. The landlord's witness came in while talking to the landlord on the phone, and he gave the tenant the phone. The witness was close to the tenant at that time and the speaker on the phone was on. The tenant told the landlord that the plastic was not going to be removed and that she had a letter from the Residential Tenancy Branch saying that it's illegal for a landlord to put a camera in a common area. The landlord told the tenant he was coming to get everyone out of the clubhouse. The witness told the landlord she would call police. Then the landlord's witness hung up the phone and said he quit.

The witness testified that most of the tenants in the manufactured home park are 70 or 80 years old, and can't believe how the landlord speaks about all of the tenants.

The witness testified that she has never heard the tenant say anything about the landlord's race or reference the landlord as Hindu. However, all tenants in the park talk about the landlord's agent being a big problem. The tenants are all friends, and take care of each other. The tenant

told the witness that the landlord yelled at her at the mailbox, but that's not the first time. He did so to the witness from his car. The landlord opens his window yelling at tenants.

**The tenant's fourth witness** (RD) testified that he is also a tenant in the manufactured home park.

The tenant had rallied tenants about the landlord's continued disregard of orders made at previous arbitrations. The landlord has never completed work and ignored orders. The witness had a dispute resolution hearing in reference to a rent increase, and the tenant advocated for him. The notice to increase rent came too late, so the witness won the dispute.

In July, 2018 the landlord cancelled the witness' contract about storing his RV, and told the witness that if he wanted to continue to use the storage it would cost \$3.00 per foot, as opposed to \$0.50 per foot in the previous contract. The parties were talking about it in the clubhouse and the landlord said, "You have no idea who you are dealing with." The witness took that as a threat. The landlord also said another neighbour would be charged \$8.00 per foot because she had a bad attitude. The witness didn't dispute it, but just moved his RV somewhere else. That was in early July, 2018 and the previous contract didn't expire until October 1, 2018. The landlord cancelled it and didn't give a refund of the payments made for July, August and September. The witness felt he had no choice and the landlord didn't ask his opinion, but told the witness to move the RV out.

For the last 5 years the witness has been driving up to the mailboxes just like everyone else to pick up his mail, and has never had any problems doing so.

**The tenant's fifth witness** (CL) testified that she was also a tenant in the manufactured home park for 17 ½ years, and finds the landlord to be arrogant, obnoxious and disrespectful to senior citizens.

The witness also testified that she and her husband had to seek legal counsel because when they sold their manufactured home, the landlord charged them \$2,691.00 saying that they had not paid \$3.00 per day in late fees for their RV. The witness and spouse didn't know anything about the claim until they went to a Notary Public to sign papers for the sale of their manufactured home. The late fees were not legal; it was a false claim and the witness and spouse are in the process of trying to recover it. The witness is also aware of 2 others in the manufactured home park who had the same experience with the landlord. All 3 of the tenants filed disputes, and there have been 2 arbitrations. In one case, the Arbitrator ruled that the Residential Tenancy Branch had no jurisdiction because the matter involved sale of the home, not rent.

During the witness' tenancy, there was never a problem stopping at the mailboxes to get mail.

The witness has never heard the tenant being abusive, threatening, harassing or racist towards the landlords, and has never heard the tenant run anyone down, but did hear the landlord's

agent make sexual comments to the witness and a friend about how he'd like to show them his "big black snake."

**In Rebuttal, the landlord's agent** was reaffirmed and testified that after the October 15, 2018 incident he washed up in the mechanical room which has an eye washing station.

The cameras were placed in the clubhouse for safety of the tenants and the landlord in general. When the landlord's agents took over the park, items were taken from the clubhouse and sold by tenants, such as a games table, which was sold for other items the tenants wanted for the clubhouse.

The landlord's agent also testified that a line in the contract for storing RVs says that the contract can be cancelled by either party with 30 days notice, and the landlord's agent gave that 30 day notice to the tenant's fourth witness, and sent letters to all tenants about the new management and how to contact the landlord's agents.

#### **Submissions of the landlord's Legal Counsel:**

The incident described by the parties after the One Month Notice to End Tenancy for Cause was issued has been provided for this hearing to illustrate an on-going disturbance by the tenant. In previous hearings, the landlord has not been successful, but there were no findings of unreliable testimony of the landlord or any dishonesty. Those incidents were the result of not enough evidence by the landlord which is why the tenants were successful. Just because tenants say he was lying, doesn't make it true, and the One Month Notice to End Tenancy for Cause was not issued out of retaliation, or it would have happened prior.

#### **Submissions of the Tenant:**

With respect to the landlord's truthfulness, in previous hearings, 3 applicants did not receive the landlord's evidence package, yet the landlord claimed they were sent by registered mail, but couldn't provide date or a tracking number. He lied.

The One Month Notice to End Tenancy for Cause dated October 17, 2018 states that the tenant disturbed the landlord as early as 2016 which is when the arbitrations started. There is no evidence that the tenant interfered with or unreasonably disturbed the landlord. False accusations were made by both landlords, and the tenant submits that when the landlord's video is seen, and compared to the remarks of the tenant and witness statements, there is clearly a conflict in the landlord's statement.

#### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Manufactured Home Park Tenancy*



*Act*, which can include the reason(s) for issuing it. In this case, the reason for issuing it is in dispute:

- Tenant or a person permitted on the property by the tenant has:
  - Significantly interfered with or unreasonably disturbed another occupant or the landlord.

The “Details of Cause(s)” section states: “The tenant has been unreasonably disturbing the landlord as early as 2016 on a number of occasions. On May 31, 2018 the tenant was warned by the landlord about her inappropriate behaviour, which significantly interfered with the landlord. Most recently, on October 15, 2018, when the landlord’s agent visited the park to perform statutory duties, the tenant swore, made racist remarks and spat on the landlord’s agent. The tenant has significantly interfered and unreasonably disturbed the landlord.”

I have reviewed all of the evidentiary material, including the previous Decisions of the director, Residential Tenancy Branch which show:

- January 27, 2016 hearing concerning numerous applications by numerous tenants joined to be heard together all seeking repair orders, but the hearing was adjourned due to no evidence by the landlord. The Arbitrator found that due to the complexity it would be unreasonable to proceed and the hearing was adjourned to March 24, 2016, but adjourned again to May 4, 2016. The landlord had testified that since it’s a commercial system, septic doesn’t require pumping but provided no evidence of that, and the Arbitrator made a finding that the landlord had not been maintaining the system. The landlord was ordered to have the septic system inspected by a qualified professional and to have it pumped out if deemed necessary by the qualified professional, and to maintain it regularly as determined by the qualified professional.
- February 9, 2017 hearing concerning numerous applications by numerous tenants joined to be heard together all seeking repair orders, monetary orders, reduction in rent and that the landlord comply with the *Act* and provide services or facilities. No one for the landlord attended. Monetary orders were made, and the Decision states: “It is unfortunate the landlord refused to comply with the order of the previous arbitrator. The landlord is put on warning that continued refusal to comply with the *Act*, regulations and tenancy agreement and to comply with an arbitrator’s order may give tenants have the rights to make additional applications for the further reduction of rent.”
- March 23, 2017 Review Consideration Decision shows that the landlord requested a Review Hearing, but attempted to use the Review process to provide new evidence or re-argue the case. The application for a Review Hearing was denied and the Decision was confirmed.
- August 24, 2017 hearing on application by numerous tenants joined to be heard together seeking monetary compensation, an order that the landlord comply with the *Act* and reduction in rent. The Arbitrator found that the landlord did not provide evidence that the inspector of the septic system was a qualified professional, and orders were made. Nominal damages were imposed in favour of each tenant and the landlord was ordered to

provide the tenants with evidence by October 31, 2017 that the inspector is a qualified professional, and if not, to have the inspection completed by that date by a qualified professional, as well as other repair orders.

- September 26, 2017 Review Consideration Decision shows that the landlord applied for a Review Hearing on the ground that the landlord had new and relevant evidence that was not available at the original hearing. The landlord submitted an email from a former tenant dated September 12, 2017 but did not provide any evidence of why it was not available for the original hearing or how it was relevant. The Decision also shows that the landlord used the review process seeking to re-argue and attempt to have the Arbitrator reconsider evidence. The Review Application was denied.
- November 2, 2017 hearing dealing with an application by 2 tenants disputing a rent increase and for an order that the landlord comply with the *Act*. The landlord testified that the tenants lied in their testimony, and that notices of rent increase were served on June 27, 2016, but were dated June 28 because the landlord had a back injury and was not sure if he could serve all notices on June 27 so prematurely dated them June 28. The tenants' agent testified that the landlord threatened the tenants in the dispute with a daily rent late fee of \$3.00 and jeopardized sales of those manufactured homes by imposing those fees. The Arbitrator found that the landlord failed to prove when the notices of rent increase were served, and the Decision states: "I find it reasonable to expect the Landlord would have provided such evidence because the date the 2016 notice of rent increase was served is the key issue in this dispute. Certainly, the Landlord had sufficient time to furnish such evidence to prove service. I find the Landlord's explanation of the June 28, 2016 date to be weak and not believable." The Arbitrator found that the increase in 2016 takes effect on November 1, 2016 and the effective date of the new rent amount is November 1, 2017.
- December 9, 2017 and March 9, 2018 – Decision dated March 19, 2018 on the tenants' application for a monetary order and an order that the landlord comply with the *Act*. The landlord submitted that evidence was sent to the tenants but could not provide a date or tracking number. The Arbitrator found that the landlord failed to establish that, and the landlord's evidence was not considered. The tenants claimed they sold their homes and the landlord deceitfully informed purchasers that the tenants owed various amounts for unpaid rent and storage fees and did not notify the tenants until closing dates. The Arbitrator found that the relief sought relates to sales of the manufactured homes, not tenancy agreements, and jurisdiction was refused.
- September 25, 2018 was a hearing by a tenant seeking to have a notice to end the tenancy for cause cancelled. The landlord testified that he had received complaints that the tenants had multiple unapproved dogs, and pets are not permitted under the tenancy agreement. The landlord issued a warning letter dated July 13, 2018 and sent by registered mail, and was confronted by the tenant on July 19, 2018 but didn't get a chance to check for the presence of dogs. On July 21, 2018 the landlord issued a notice to end the tenancy for breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice. The tenant testified that the landlord's letter said to remove the dogs within 48 hours, which was done within 24 hours and was done

prior to the issuance of the notice to end the tenancy. The tenants' Advocate submitted that the landlord retaliated against the tenants due to previous disputes and that the landlord failed to provide copies of complaints allegedly received from other tenants. The Arbitrator found that the landlord failed to establish that dogs were present prior to the issuance of the notice, and that the landlord had not provided sufficient evidence to support that there was a breach of a material term. The notice to end the tenancy was cancelled.

Also worthy of note is that all of the hearings have been a result of applications made by tenants in the manufactured home park, and none by the landlords.

I have also reviewed the written statements provided by the landlord's agent and witness, as well as other residents and past residents in the manufactured home park. Some of the statements support the tenant, and others support the landlord. However, the Decisions of the director speak louder than any unsworn statements.

I agree with the tenant that the video recording shows that the tenant had stopped her vehicle at the mailboxes inside the white line and was not blocking traffic. For the landlord to make a point to stop there and tell the tenant that she could not park there is totally unfounded. I also agree with the tenant that the landlord's agent (BS) could not have been fearful as he testified because he walked to the passenger side of the landlord's car and stood very close to the tenant and it appears that the 3 parties had a conversation. I am not satisfied that either landlord was fearful of the 70 year old tenant. Further, if the tenant had spat on the landlord through the passenger side of the landlord's car, while the landlord sat in the driver's seat, or even if the landlord had told the landlord's agent that, certainly there would have been a reaction by the landlord's agent (BS), however no reaction is evident at all.

Having reviewed all of the evidentiary material of the parties, I find that the landlord has issued the notice to end the tenancy out of retaliation. The landlord has ignored orders of the director and has attempted on at least 2 occasions to re-argue cases that have already been adjudicated upon. In the circumstances, I find that the only significant interference or unreasonable disturbance referred to by the landlord is the hearing and attempted re-hearing of cases that the landlord finds to be unwelcome. I am not satisfied that an assault occurred by spitting, or that the landlord or the landlord's agent are fearful of the tenant, or that the tenant has significantly interfered with or unreasonably disturbed the landlord. The One Month Notice to End Tenancy for Cause is cancelled and the tenancy continues.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the tenant as against the landlord, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated October 17, 2018 is hereby cancelled and the tenancy continues.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act*, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

The tenant's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed with leave to reapply.

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: December 11, 2018

---

Residential Tenancy Branch