



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPRUCE CAPITAL TRAILER PARK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction:

Both parties attended the hearing and gave sworn testimony. The One Month Notice to End Tenancy for cause is dated March 22, 2019 to be effective April 21, 2019 and the tenant confirmed it was served personally to him. The effective date on the Notice is automatically corrected to April 30, 2019 pursuant to section 46(3) of the *Manufactured Home Park Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 46(3) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement.

The landlord owner confirmed he received the tenant's Application for Dispute Resolution hearing package by registered mail. I find the documents were legally served pursuant to sections 81 and 82 of the Act. The tenant applies pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause pursuant to section 40;

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is good cause to end the tenancy? Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended and were given opportunity to provide evidence and make submissions. The parties agreed that the tenant had lived in the park for about 13 years; his most recent lease is dated October 1, 2018 showing rent of \$314 payable the first of each month. The Notice to End Tenancy is a one month notice given for cause pursuant to section 40 of the Act. The causes stated (among others) are:

1. The tenant is repeatedly late paying rent.
2. The tenant or a person permitted on the property by the tenant has
 - (a) Seriously jeopardized the health, 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:
 - (a) Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
 - (b) 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 to do so;
5. Tenant has assigned or sublet the rental unit/site without landlord's written consent.

The landlord provided the ledger showing rent payments. Rent was due on the first of the month and the ledger shows that it was often paid on the 5th of the month. The tenant said that coincided with his pay period and the landlord did not object to this. The ledger shows that rent for August 2018 was not paid until September 5, 2018 and that rent for May 2018 was not paid until May 19. In February, the rent was not paid until February 21, 2018 and rent for December 2017 was not paid until December 13, 2017. The ledger notes 6 late fees were charged and paid since December 2017. The landlord did not charge late fees for rent paid on or before the 5th of the month. They had issued one 10 Day Notice to End Tenancy but the tenant paid that rent within 5 days.

The landlord said a main issue is the tenant's female friend lives there periodically. She has a pit bull cross breed dog that has seriously jeopardized the health, safety or lawful right of another occupant or the landlord. The landlord provided letters from neighbours complaining about the aggressiveness of the dog towards themselves and their children and the dismissive attitude of the tenant's friend when they request her to leash and control the dog. The bus driver provided a letter stating that the dog was loose and tried to get on the school bus and he had to back up and drive the children right to their homes for safety. The tenant said he drove his female friend to another community and she has moved there. The landlord said she has left before for short periods and then returns with the dog so he can't rely on the tenant's assurance that the dog and problems will not return.

After discussion of the evidence, the parties agreed that an Order of Possession effective June 30, 2019 was fair. The tenant would leave the park at that time and sell his trailer by August 31, 2019 and continue to pay rent until it is sold.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession

I find that the landlord is entitled to an Order of Possession. I find the weight of the evidence is that the landlord has good cause to end the tenancy. Section 40 of the Act provides causes, any one of which if proven, is sufficient to end a tenancy. Although proof of one cause under section 40 of the Act is sufficient, the landlord chose to address two causes. I find the weight of the evidence is:

1. The tenant is repeatedly late paying rent.
2. The tenant or a person permitted on the property by the tenant has
 - (a) Seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

Even if paying rent on the 5th of the month, rather than the 1st, was tolerated by the landlord for most months, I find the evidence is that the tenant paid his rent much later on at least 4 occasions, he was charged late fees 6 times and issued a 10 day Notice to End Tenancy. I find this is good evidence of repeated late payment of rent and sufficient cause to end this tenancy.

Furthermore, I find I find the behaviour of a person permitted on the property by the tenant, namely a female friend, has significantly interfered with, and unreasonably disturbed, other occupants of the trailer park. I find the friend's dog being off-leash and being aggressive has affected the safety and lawful rights of other occupants as they fear for their safety as the dog is running loose most of the time when the female is in residence. I find the children are even too fearful to get off the bus when the dog is loose and trying to board the bus. Although the tenant's advocate pointed out that the tenant had not been issued a third letter to get rid of the dog as required by the rules, I find he was verbally warned by the manager many times that the female tenant's behaviour was jeopardizing his tenancy. I find this guest left for a short time but returned and the problems continued. I find this behaviour of the tenant's guest is another good reason to end the tenancy. .

As agreed by the parties, an Order of Possession is issued effective June 30, 2019 when the tenant will vacate. He has permission from the landlord to offer the trailer for sale on the lot until August 31, 2019 provided he pays rent until it is sold.

Conclusion:

I dismiss the application of the tenant. The filing fee was waived. The tenancy ended on April 30, 2019 (as corrected). I find the landlord is entitled to an Order of Possession effective June 30, 2019 as agreed.

In accordance with the agreement, **I HEREBY ORDER THE LANDLORD to permit the trailer to remain on the lot until the earlier of August 31, 2019 or when it is sold, and the tenant to pay rent until the earlier of when it is sold or August 31, 2019.**

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: May 09, 2019

Residential Tenancy Branch