



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KKBL NO629 VENTURES LTD. dba WILDWOOD
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

The tenants apply to cancel a one month Notice to End Tenancy for cause dated and received by the tenants on August 22, 2019. They also seek an order that the landlord comply with the law or the tenancy agreement in some unspecified way.

Neither party submitted a copy of the Notice in question. It was agreed that the Notice claimed to end the tenancy because the tenants or a person permitted in the park had either (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the manufactured home park, or (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant

Such grounds, if proved, are permissible reasons for ending a tenancy under s. 40 of the *Manufactured Home Park Tenancy Act* (the “Act”).

The parties indicated that the “Details of Cause” portion of the Notice claims that on August 14, 2019 the tenant Mr. G. distributed a 66 page booklet to all units that contained false information, false claims and slander that has interfered with the operation of this manufactured home park.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Did the tenant Mr. G.’s “booklet” violate one of the grounds claimed in the Notice?

Background and Evidence

The tenants' site is one of 266 in this park. The tenancy started in October 1998. The rent is currently \$785.95 a month.

The landlord has not filed any evidence to support the grounds for the Notice. It relies on 71 pages of materials the tenants have filed, saying that it is the material the tenant Mr. G. distributed to other park tenants. The landlord's representative Ms. S., the park office coordinator, says the material publishes a falsehood that the landlord intends to develop the manufactured home park away from its current use to some other use like senior or low cost housing and that the development will commence within two years.

Needless to say, the news created significant concern in the park. Manufactured homes that are located in a good park for the long term are generally worth more than those whose sites will disappear in a few years as the result of redevelopment.

Mrs. S. says that as a result of the tenants' distribution of the booklet her park office has been inundated with park tenants concerned and afraid that they would be losing their homes or suffering significant loss of value in them. She says that the television news has made a story of it.

She says the tenants had no reasonable grounds to claim the park would be redeveloped within two years.

In response to a question by this arbitrator Ms. S. agrees that the landlord does have a long term plan for this park. After the tenants' publication the landlord contacted the tenants with its own "2022 and Beyond" vision or plan for the park. The landlord's disclosure, she says, is a hope to have a plan finalized by the year 2022 for the redevelopment of this park into condominiums or apartments for rent or affordable house or seniors housing.

Ms. S. raised other issues as grounds for this eviction, like the tenant Mr. G.'s pursuit of "additional rent increases" that were not rent increases and his alleged accosting of other tenants in the park to ask what their rent was. Neither of these complaints was mentioned in the Details of Cause portion of the Notice and so it cannot be considered as a ground for eviction in this hearing.

Mr. S., the landlord's operations manager, testifies that Mr. C., the head of the corporate landlord met with some tenants back in May and stated there was no plan, but a "vision." In Mr. S.'s opinion it would take about six years after the vision became a plan before anything would change in the park. He did not give a basis for this opinion nor indicate any particular expertise in such matters.

Mr. S. indicates he thinks Mr. G. has been soliciting in the park in contravention of a posted "no soliciting" sign. Mr. G. says he's been "canvassing" not "soliciting." In any event, this was an item not raised in the Details of Cause portion of the Notice and so it cannot be considered as a ground for eviction in this hearing.

Similarly, the parties squabbled over a deck issue during this hearing. That issue is not relevant to the matter of the Notice in question here.

In response, the tenant Mr. G. refers to the notes of a meeting May 1, 2019 with the Mr. C., who is the head of the landlord corporation, and a number of tenants in the park. The notes were taken by Mr. D.B., head of the park's homeowners' association. They indicate that Mr. C. told the group he had a "plan" to develop the property "in about two years." Mr. D.B.'s notes indicate that Mr. C. said he was almost 65 years old and felt a need to start the project now.

The notes indicate that Mr. D.B. said to Mr. C. "that putting such a plan out there at this time" he had "effectively reduced the value of our homes by 20% each year in the near future" but Mr. C. did not comment.

I reply Mr. S. conceded he had no factual basis to dispute the veracity of Mr. D.B.'s notes.

Analysis

The landlord had failed to establish just cause for this Notice and I cancel it.

What the tenants passed on in the booklet at the centre of this dispute was the essentials of the report of the president of the tenants' homeowners association stating that the "owner" of the park, Mr. C. stated his intention to start a redevelopment of the park in about two years that would eventually decommission it as a manufactured home park and require tenants to either abandon their homes or relocate them.

Without doubt this information disturbed the other tenants in the park and might be said to have seriously jeopardized a lawful right or interest of the occupants. However it was not the action of these tenants in relaying Mr. C.'s disclosure that caused the concern and discontent (a disclosure Mr. D.B.'s notes indicate Mr. C. had agreed to make directly to all tenants and local realtors himself). Nor was it the fact that the tenants took the reasonable step of engaging the local government in trying to determine the likelihood of such a plan gaining its required approval. The cause of the disruption in the park was the disclosure of Mr. C.'s plan itself.

Conclusion

The tenants' application to cancel the one month Notice to End Tenancy dated August 22, 2019 is allowed. The Notice is hereby cancelled. The tenants request for a compliance order is dismissed for lack of particulars or evidence. The tenants are entitled to recover the \$100.00 filing fee for this application. I authorize them to reduce their next rent due by \$100.00 in full satisfaction of the fee.

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: October 18, 2019

Residential Tenancy Branch