



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause received June 30, 2020. The Notice alleges: a) that the tenant or a person permitted on the property by him has significantly interfered with or unreasonably disturbed another occupant or landlord, b) the tenant has jeopardized the health, safety or lawful right or interest of another occupant or the landlord, c) the tenant has engaged in illegal activity that has or is likely to; i) damage the landlord's property, or ii) adversely affect the quiet enjoyment, safety, security or physical well-being of another occupant.

Any one of these allegations, if proved, are lawful grounds for ending a tenancy under s. 47 of the *Residential Tenancy Act* (the "RTA").

Both 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 evidence that had been traded between the parties was accepted during the hearing.

### Issue(s) to be Decided

Does the evidence presented at this hearing prove the tenant has committed any of the acts alleged in the Notice?

### Background and Evidence

The rental unit is a manufactured home or trailer in a 92 site manufactured home park.

There is a written tenancy agreement showing this tenancy started in February 2020. The monthly rent is \$750.00, due on the first of each month. The landlord holds a \$375.00 security deposit.

Ms. H. for the landlord testifies that the tenant has had two different large dogs but the park rules only allow medium or small sized dogs. He has allowed his dog to run loose in the park.

She says that park rules state “no guests allowed in the park after 11:00 p.m.” but the tenant has repeatedly violated that prohibition. She considers the provision to be a material term of the tenancy. She says he has company “at all hours, day and night” and that he has been obnoxious and aggressive to neighbours in the park.

She says that on June 7 the police attended and arrested the tenant because “shots were fired.” She states the “shots” turned out to be someone, the tenant she thinks, letting off a “bear banger.”

In response the tenant, through his advocate and sometimes directly, asserts that he came to the park with the same dog and that it is not a large dog.

He denies setting off the bear banger but agrees he was arrested, for drunkenness, he says.

The tenant’s advocate argues that the visitor restrictions alleged by the landlord are contrary to the law and says the persons visiting the tenant are visiting a number of other people in the park too. She says there was no written notice of any breaches.

### Analysis

The Notice given by the landlord is the standard RTB-33 form. It includes a portion entitled “Details of Cause” wherein the landlord is required to “describe what, where and who caused the issue and include dates/times, names, etc.”

The Notice points out that this information is “required” and that an arbitrator may cancel the Notice if the details are not provided.

Under this heading in the Notice the landlord has typed “non-approved dog” and “allowing guests after the 11 PM curfew.” Then the landlord has simply reiterated the statutory grounds for eviction, without details such as what, where and who caused the alleged trouble. No dates, times or names were given.

The reason the landlord is required to fill in the details of the cause for eviction is so that a tenant may know the allegations against him in deciding whether or not to challenge the Notice, and to prepare to defend himself against those particular allegations, knowing what, where and who are in question.

As a result, the only allegations fairly raised by the Notice and the only allegations I will consider at this hearing are: “non-approved dog” and “allowing guests after the 11 PM curfew.”

### Dogs

The landlord’s representative states that the prohibition or restriction regarding dogs is in a set of “park rules.” She has not submitted a copy of the park rules nor has she proved on a balance of probabilities that the manufactured home park rules formed a part of this tenant’s residential tenancy. She has not shown that the tenant was prohibited from having a dog or that he required the landlord’s permission to have one. The tenancy agreement is silent on the point and it has no addendum to it where one might find a special term relating to animals.

In result, the landlord has not established that the tenant is governed by any rule or restriction about dogs. This ground for the Notice fails.

### Allowing Guests After Curfew

The landlord has not shown that any park rules were included in the terms of the tenancy agreement between these parties.

While under certain circumstances the landlord of a manufactured home park may create, impose and enforce park rules under the *Manufactured Home Park Tenancy*

*Act*, the relationship between the parties in this case is governed by the *RTA* because the tenant is not renting a manufactured home site, he is renting a complete rental unit.

The terms of this tenancy agreement state:

#### 11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

2.1) Despite subsection (2) of this section but subject to section 27 on the *Act* [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.

This ground for the Notice must fail.

#### Conclusion

As the landlord has failed to establish grounds justifying Notice to End Tenancy, the Notice is hereby cancelled.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 13, 2020

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Residential Tenancy Branch