



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 PSF

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40; and
- an order that the landlord provide services or facilities pursuant to section 21.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The personal respondent confirmed they also represented the named corporate respondent and primarily spoke on behalf of the landlords (the "landlord").

As both parties were present service of documents was confirmed. Each party confirmed they were in receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 81 and 82 of the *Act*.

Issue(s) to be Decided

Should the 1 Month Notice be cancelled? If not are the landlords entitled to an Order of Possession?

Should the landlords be ordered to provide services or facilities?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This tenancy began in 2018 and the current landlord subsequently purchased the park and the tenancy. The current monthly rent is approximately \$350.00 payable on the first of each month. There are a total of 44 pads in the park.

The landlord issued a 1 Month Notice dated July 21, 2020. The reasons provided on the notice for the tenancy to end is that the tenant has put the landlord's property at significant risk and they have breached a material term of the tenancy that has not been corrected within a reasonable time after written notice. The landlord submits that the tenant keeps their rental property in a state of dangerous disarray with personal items strewn on the ground, electrical wiring exposed and a large tarp used as a makeshift roof. The landlord submitted into evidence photographs of the rental property and says that the manner in which the property is maintained causes significant risk for fire, power outages and harm to those who must traverse on or near the property. The tenant gave evidence regarding the loose tarp used by the tenant as a makeshift roof and said that because it is not securely fastened and positioned near electrical lines there is a significant risk that it will be blown onto power lines causing fire or other damage.

The landlord submitted into evidence copies of warning letters issued to the tenant addressing the state of the property on May 14, June 6, and June 16, 2020. The landlord testified that in addition to the written warnings they have had numerous conversations and issued verbal warnings to the tenant about the state of the property and the need to rectify its condition.

The tenant testified the tarp they are using as a roof is necessary until they have an opportunity to make more permanent repairs. The tenant said that they have been using the tarp since late 2019 and that there has not been a span of days when the weather has been dry enough so that they can perform work on the roof. The tenant disputes that their rental unit is kept in a condition that endangers the other residents of the park or is poses a risk to the property.

Analysis

In accordance with section 40(4) of the Act, a tenant may dispute a 1 Month Notice within 10 days of receipt by filing an application for dispute resolution. When a tenant applies to dispute a notice to end the onus is on the landlord to establish on a balance of probabilities the reasons for ending the tenancy as stated on the notice.

Based on the totality of the evidence I am satisfied that the landlord has established that there is a basis for the issuance of the 1 Month Notice and for this tenancy to end. I find that the condition of the rental property as shown in the photographs and described by the parties to be rife with risk and danger. The parties described loose electrical wires, makeshift roofs of tarps and items strewn about the property. I find that the condition of the rental unit is such that it poses a significant risk to the adjoining and surrounding property. I find the evidence of the parties to be sufficient to conclude that there is a real and imminent danger of fire, electrical damage and other issues from how the tenant has maintained their property.

I find the tenant's testimony providing excuses about why the rental property is left in the present condition and their reasons for delaying repairs to be unreasonable and not appropriate given the circumstances. This is not a case of delaying cosmetic work while waiting for convenient weather conditions but significant structural and electrical remediation being ignored for months. I accept the evidence of both parties that exposed electrical wiring poses a risk for fire and damage to the rental unit and neighboring property. I find that the tenant's unreasonable delay in taking action causes risk to the whole of the landlord's property as well as the surrounding environs.

I find that the landlord has established the basis for the 1 Month Notice and accordingly dismiss the tenant's application to cancel the 1 Month Notice.

Section 48(1) of the Act reads as follows:

48 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the manufactured home site if*

(a) the landlord's notice to end tenancy complies with section 45[form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 45 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the manufactured home site, the effective date of the notice and the reason for ending the tenancy.

I find the landlord's evidence in the form of their testimony, photographs and warning letters to be sufficient to show on a balance of probabilities that the tenant has put the landlord's property at significant risk.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 48 of the *Act*. As the effective date of the 1 Month Notice has passed, I issue a 2 day Order of Possession.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

I grant an Order of Possession to the landlords effective **2 days after service on the tenants**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 4, 2020

Residential Tenancy Branch