



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On August 11, 2020, the Landlords made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 49 of the *Manufactured Home Park Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

Both Landlords attended the hearing. The Tenant attended the hearing, with L.G. and J.B. attending as his advocates. All in attendance provided a solemn affirmation.

H.R. advised that she served the Notice of Hearing and evidence package to the Tenant by hand on August 2, 2020, and the Tenant confirmed that he received this package. Based on this undisputed testimony, I am satisfied that the Tenant was served the Notice of Hearing and evidence package in accordance with Sections 82 and 83 of the *Act*. Furthermore, the Landlord’s evidence will be accepted and considered when rendering this Decision.

The Tenant confirmed that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Landlords entitled to an early end to this tenancy and an Order of Possession?
- Are the Landlords entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

H.R. advised that the tenancy started on July 24, 2008 with the Tenant's mother and that he became the Tenant when he inherited the manufactured home in December 2016. She stated that the rent was currently established at \$358.71 per month and that it was due on the first day of each month. A signed copy of the tenancy agreement was submitted as documentary evidence.

The Tenant confirmed that he is the owner of the manufactured home and that J.B. has been electronically transferring the rent to the Landlord, on his behalf, as of January 2020. All parties agreed that L.G. and J.B. have been living in the manufactured home with the Tenant since October 2019.

H.R. advised that the residents of the park are terrified of the actions and behaviours of the Tenant's occupants, L.G. and J.B. She stated that they yell, use profanity, have arguments, fight, and there have been incidents of violence where the police have been called multiple times. She stated that the level of violence has been escalating between L.G. and J.B. and on one occasion, it was reported that J.B. advised the police that L.G. had stabbed him. On another occasion, L.G. was seen to be running naked through the park, and the police chased her and subsequently arrested her.

On June 10, 2020, it was reported by a resident that L.G. and J.B. were fighting, and J.B. was screaming because L.G. was cut. An ambulance attended to this incident. On or around July 13, 2020, there were reports of these two fighting, screaming, and slamming doors. She stated that J.B.'s mother visited on June 19, 2020 and confirmed that L.G. and J.B. have a poor, unhealthy, and dangerous relationship.

On August 9, 2020, one of the residents woke up at approximately 1:30 AM to L.G. and J.B. fighting. J.B. was heard to have stated that he was stabbed and that L.G. had cut herself. The police and ambulance attended this scene as well. The police took L.G. away and it is her belief that L.G. is not allowed to be on the premises any longer. She stated that the police and ambulance have attended this site on at least six different occasions. She submitted that the residents of the park are fearful of their safety based on the level of violence and animosity between L.G. and J.B. Documentary evidence was submitted by the Landlords to support their position.

L.G. advised that H.R. was accurate about two incidents where her and J.B. had a fight or a “domestic”. She stated that they are loud people, but they are not “violent, crazy or insane.” She acknowledged that she has an issue with alcohol consumption and that she attempts to refrain from consuming it.

She confirmed that on August 9, 2020, she had been consuming alcohol, that she had an argument with J.B., and that this situation “exploded”. She claimed to have yelled that she would call the police and that the voice recognition software on her phone then automatically dialled the police. She advised that she was smoking and that they were fighting, but she was “not sure what happened” as she had been drinking. However, while she confirmed that J.B. had been burned, she denied that she intentionally did this to him. As well, she refuted that J.B. had been stabbed.

She acknowledged that she had cut herself during this incident, but she “did not know how” and she “thinks she tripped.” She confirmed that this incident “spilled outside”, that the police did attend due to this late-night altercation she had with J.B., and that she was removed from the property by the police. However, she has been allowed back on the premises since. She stated that she apologized to the neighbours about this incident. She advised that they did not submit any evidence to support their position as they did not want to “rock the boat.”

She submitted that the police and ambulance have attended the site to check on the Tenant’s well-being. However, she stated that in one incident, an ambulance had attended because she was doing dishes and cut herself.

J.B. advised that there is no immediate danger by them living there, nor have any of the residents of the park been threatened. Regarding this August 9, 2020 incident, J.B. advised that he “had a drink”, that there was an argument where he was yelling with L.G., that L.G. stated that she was leaving, and that her phone inadvertently called the police. While he stated that he was “not sure how” but that he was “stabbed”, he then

advised that he had “stepped on glass” that had not been swept up. He also stated that there was no violence between them “so to speak.” He confirmed that L.G. had been taken away by the police that night; however, she was allowed to return a few days later. He claimed that they have no issues with the other residents of the park.

The Tenant advised that he has talked with the residents that have moved out of the park, and he confirmed that they had moved by their own choice, not because of any disturbances caused by L.G. or J.B.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the Act that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the Act establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by the Tenant, has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord’s property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord’s property;*
- *engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

*it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord’s notice: cause] to take effect.*

When reviewing the totality of the evidence before me, the consistent evidence is that there have been multiple disturbances caused by L.G. and J.B. and that the police and ambulance have attended this site multiple times. While they claimed that the police and ambulance have attended mostly due to welfare checks on the Tenant, there has been no evidence submitted that the Tenant actually required welfare checks, and I am doubtful that the police or ambulance would randomly attend for this purpose, without being called.

Furthermore, L.G. and J.B. have confirmed that they have had arguments and fights, and that these have been often fuelled by alcohol consumption. While they deny that there has been any “violence”, I question their submissions as they provided vague testimony about the details of the August 9, 2020 incident, they have little definitive or consistent recollection of these events, and they appeared to be intentionally providing ambiguous misleading information. In fact, when describing the incidents of this night, L.G. was providing testimony, but her submissions trailed off as if she had been crafting details at the spur of the moment and then could not think of any other explanations to refute the details of that evening.

Based on the doubts I have from L.G.’s or J.B.’s vague, inconsistent portrayal of the incidents that evening, I do not find their testimony to be persuasive or compelling. Rather, I find their accounts to be dubious and neither of them credible, when weighed against the consistent evidence and the Landlords’ submissions. As a result, I find that I prefer the Landlords’ evidence on the whole.

Based on the consistent evidence before me, I am satisfied that the behaviours and actions of the Tenant’s guests were likely intentional, malicious, and that they pose a danger that would fall into the categories of: seriously jeopardizing the health or safety or a lawful right or interest of the Landlords and putting the Landlords’ property at significant risk.

The Landlords must also demonstrate that “it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 for cause” to take effect. Based on the consistent evidence and testimony of this troublesome past and current behavior, I accept that the Tenant has allowed guests onto the site that exhibit dangerous and unpredictable behaviours, and that there is likely a genuine concern for the ongoing safety of the guests, the Tenant, or other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlords to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlords have provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlords are entitled to an Order of Possession.

As the Landlords were successful in this Application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

I grant an Order of Possession to the Landlords effective at **1:00 PM on September 30, 2020 after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I provide the Landlords with a Monetary Order in the amount of **\$100.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 2, 2020

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Residential Tenancy Branch