



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the "**Act**") for an early end to this tenancy and an Order of Possession pursuant to section 49.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:48 am in order to enable him to call into this teleconference hearing scheduled for 9:30 am. The landlord's property manager ("**MM**") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that MM and I were the only ones who had called into this teleconference.

MM testified he served that the tenant personally with the notice of dispute resolution form and evidence on June 25, 2021. I find that the tenant was served with this package, in accordance with section 88 and 89 of the Act.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

While I have considered the documentary evidence and the testimony of MM, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of MM's claims and my findings are set out below.

The tenant rents a manufactured home site (the "**site**") from the landlord which is located in a manufactured home park (the "**park**"). The parties entered into a written tenancy agreement starting August 1, 2020. Monthly rent is \$450 and is payable on the 31st of each month.

MM testified that on June June 14th, 2021 the tenant accidentally discharged a 12-gauge shotgun into a neighbor's manufactured home. He testified that he was made aware of

this by the neighbor , who was not home at the time of the incident. Miss neighbor wrote an email to the landlord later that day setting out what she had learned:. It read:

Arrived home at about 4:00 PM and found splinters of wood in front of my front door steps. I realized they were from my fence and looked around to find a bullet hole through it. Instantly I knew so I looked for a casing. Found blue plastic cap from a slug. I called management and left a message. I then went over to my neighbors to the east of me and asked them if they heard anything and they said they didn't. So I informed them of my findings and they asked me to keep them posted. I then went over to [the tenant's] and knocked on the door. He came out and I asked him if he knew what happened to my fence. He said yes it I did. I asked him what are you talking about? He said he accidentally shot his firearm. He said he was pulling up a blanket and it fired. I told him that that was unacceptable and I've talked to management about it. I said I couldn't find the rest of the bullet. He came over and insisted he helped me find it while pointing out the exit hole from his east wall. I told him I'd be keeping what I find. Upon searching I found the hole in my skirting, West wall. I pulled the skirting back to find a hole through my insulation. I pulled the insulation out and found this luck. He insisted on grabbing it I kept telling him not to but he did anyways. He gave me this luck. And I put the skirting back. We then talked about his daughter Ann I ended the conversation. Then I went over to my neighbors to the east of me and let them know about my investigation. That's when [MM] showed up and I went over to him and showed him my findings

MM testified that he spoke with the tenant and the tenant admitted to him that the shotgun accidentally discharged inside his manufactured home. MM testified that he saw the holes in the side of the tenant's manufactured home, in the fence separating the site from his neighbour's site, and in the neighbour's manufactured home.

MM testified that the police attended the park, arrested the tenant, searched his manufactured home, and discovered a number of weapons. The landlord did not submit any documentary evidence corroborating this.

MM testified that several other residents of the park approached him after the incident expressing discomfort and fear of the tenant as a result of the accidental discharge of the shotgun. MM testified that these fears were further exacerbated when, about a week after the incident, the tenant set off a single firework on the site. Neighbours believe it was another gunshot and called the police. MM testified that the police again attended the park, armed with assault rifles.

Analysis

Section 49 of the Act states:

- (2) The director may make an order specifying the date on which the tenancy ends and the effective date of the order of possession only if satisfied that
- (a) the tenant or a person permitted in the manufactured home park by the tenant has done any of the following:
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the manufactured home park;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
 - (iii) put the landlord's property at significant risk;
 - (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the manufactured home park, or
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - (v) caused extraordinary damage to the manufactured home park, and
 - (b) it would be unreasonable, or unfair to the landlord or other occupants of the manufactured home park, to wait for a notice to end the tenancy under section 40 [*landlord's notice: cause*] to take effect.

If find that by accidentally discharging a firearm in the park, hitting a neighbour's manufactured home, the tenant "seriously jeopardized the health or safety" of his neighbour. By allowing such an accident to occur, the tenant has demonstrated an appalling lack of gun safety. His neighbour could have easily been injured or killed due to such recklessness.

I find it would be unreasonable to the other occupants of the manufactured home park to wait for a notice to end tenancy issued under section 40 of the Act to take effect to end the tenancy. Neighbours are understandably fearful of the tenant's presence in the park; this fear was exacerbated by the tenant's decision to set off a firework inside the park. Given the recent accidental discharge by the tenant, it was not unreasonable for the occupants of the park to have thought that the firework explosion was another gunshot.

Given the severity of the tenant's breach of the Act, the fear this breach engendered in his neighbours, and the tenant's conduct subsequent to the accidental discharge, I find it appropriate end the tenancy early, and issue the attached order of possession, effective two days after it is served on the tenant by the landlord.

Conclusion

Pursuant to section 49 of the Act, I order that the tenant deliver vacant possession of the manufacture home site to the landlord within two days of being served with a copy of this decision and attached order(s) by the landlord.

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: July 8, 2021

Residential Tenancy Branch