



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Border RV Park and [tenant name  
suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Manufactured Home Park Tenancy Act (Act) for:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord; and
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

The tenant, the tenant's advocate, the landlord/owner and the landlord's agent/park manager (agent) attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Rules. However, not all details of the parties' respective submissions and or arguments

are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary and Procedural Matters-

Rule 2.3 of the Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated two matters of dispute on the application, the most urgent of which is the application to cancel the One Month Notice. I find not all issues are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the One Month Notice. The balance of the tenant's application is dismissed, with leave to re-apply.

Additionally, although the tenant's evidence, with the exception of a copy of the Notice, was not submitted to the RTB evidence portal until September 14, 2021, and the landlord's evidence was not submitted to the RTB evidence portal until September 29, 2021, each party confirmed that they had received the other's evidence. Neither party raised any issues regarding service of the application or the timing of the evidence.

I continued the hearing with the acceptance of all late evidence.

The parties are cautioned that in the future, all evidence available at the time an application for dispute resolution is made must be submitted with the application and served in a single package on the other party, in compliance with Rules 2.5 and 3.1.

#### Issue(s) to be Decided

Has the landlord submitted sufficient evidence to support the Notice issued to the tenant?

Is the landlord entitled to an order of possession of the manufactured home site?

#### Background and Evidence

This tenancy began on September 1, 2020 and monthly pad rent is \$550.

The Notice to End Tenancy for Cause which is the subject of this application, was dated May 18, 2021, for an effective move out date of June 30, 2021. The landlord submitted

that they served the Notice to the tenant on May 28, 2021, and the tenant confirmed that she received the Notice on that date, by personal service.

It is noted that the tenant's application in dispute of the Notices was filed on June 6, 2021, within the deadline required by the Act to dispute the Notice.

Pursuant to Rule 7.18, the landlord proceeded first in the hearing to give evidence to support the Notice.

The causes listed on the Notice alleged that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

In the Details of Causes portion of the Notice, the landlord wrote the date of May 8, 2021, and a narrative, stating that the tenant used extreme course wording to the park manager, quoting the language used. I note there was an illegible word after this statement.

The landlord also wrote that the tenant "parking in other tenants spaces not permitted to do so. Running bare feet in park running (illegible) in flower pots. This type of action not permitted. I have 0 tolerance in my policy".

In support of the Notice, the agent submitted that the tenant has been a problematic resident since the first day of her tenancy. The agent said that the tenant uses vulgar, obscene language around the park, which other tenants find offensive.

The agent said that they have had to call the police to the park due to the tenant's behaviour. In addition, the agent said that the tenant will just walk onto other resident's lots and into their homes.

The agent submitted that the tenant has frequent, random outbursts, threatening other residents. In particular, according to the agent, the tenant has threatened a vulnerable resident.

The agent submitted that it was not fair that one resident could create so much turmoil within the park. The park is small, with 26 units and approximately 40 residents, half of

which wrote letters against this tenant. The agent referred to the letters filed in evidence.

These letters were signed by park residents, listing various complaints. Complaints referred to inappropriate sexual behaviour and comments by the tenant, alcohol over-consumption, trespassing on their sites and flower beds, and yelling.

The landlord/owner submitted that the tenant came to the office to ask him to sign a document, which contained a lie. The landlord submitted that the tenant wanted him to sign that the tenant paid for delivery of her home, which she did not pay for, and he refused. This led to the tenant yelling obscenities at him.

The landlord submitted that in 20 years of ownership, the type of language used by the tenant has not been tolerated.

The landlord also filed a copy of the Park Rules.

#### Tenant's response –

The tenant submitted that on May 8<sup>th</sup>, 2021, she crossed over to visit a neighbour, where the landlord was also on-site. According to the tenant, she was suffering from a severe back injury at the time, and the landlord asked her what had happened, suggesting she fell out of bed after having wild sex.

The tenant admitted that she told the landlord to “F”-off, as she was in pain and tired of his frequent, inappropriate comments.

The submitted that the landlord is harassing her, making lewd comments and sexual advances.

The tenant submitted that the landlord is attempting to evict her to avoid being charged with sexual harassment.

The tenant submitted that she was given an illegal rent increase, and six days after she refused to pay the rent increase, the landlord served her with the Notice.

The tenant confirmed she has not yet reported the landlord for sexual harassment. The tenant and advocate referred to their letters of reference from other park residents and a statement of monthly rent due, dated May 22, 2021, to which the tenant referred.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a One Month Notice on time, which the tenant did in this matter, the onus of proof reverts to the landlord to prove that the One Month Notice is valid and should be upheld. If the landlord fails to prove the One Month Notice is valid, it will be cancelled. The burden of proof is based on the balance of probabilities, meaning the events as described by one party are more likely than not.

I must consider whether on the day the One Month Notice was issued, the landlord had sufficient cause to end the tenancy.

I have reviewed the Notice and I find the Details of Cause(s) listed by the landlord to be too vague and illegible for the tenant to properly rebut the Notice.

The landlord is instructed on the Details of Causes to describe what, where, and who caused the issue and included dates/times, names, etc. The landlord, on the Notice form, is informed that this evidence is required.

In this case, the landlord mentioned a date of May 8, 2021, on the Details of Causes, yet did not sign the Notice until May 18, 2021, and did not serve the Notice to the tenant until May 28, 2021. I find this supports that there was no urgency to the situation described.

In addition, the landlord also wrote on the Notice about other tenants being disturbed or having their spaces intruded upon by the tenant, but no names or dates/times were provided.

Without specifying exactly to what the landlord is referring, I find the landlord has not clearly outlined in this Notice why or how the tenant was significantly interfering with or unreasonably disturbing another occupant or the landlord or seriously jeopardizing the health or safety or lawful right of another occupant or the landlord.

The landlord is entitled to use extra pages attached to the Notice in order to give clear and specific details to the tenant.

Additionally, from my reading of the Notice, I find the illegible words render the Notice invalid, as it does not properly put the tenant on notice of the alleged transgressions.

I have also read the letters from other occupants of the park supplied by the landlord. However, these letters were dated months after the Notice was issued, when it was clear the landlord was gathering evidence for the hearing. I find the late letters were insufficient to lay a foundation in support of the Notice being issued on May 28, 2021.

For these reasons, I find that this One Month Notice, without more specific details, is insufficient to end a tenancy. Therefore, I find it unnecessary to consider any further evidence related to the causes listed on this Notice as I find this Notice itself to be too vague to be valid.

As a result, I ORDER that the One Month Notice is cancelled, and is of no force or effect. The tenancy will continue until ended in accordance with the Act.

#### Cautions to the tenant –

I have reviewed letters written by other occupants filed by the landlord in support of their Notice, which I find, if true, raises serious concerns about the tenant's alleged behaviour. I caution the tenant that if these types of behaviour are true and continue, the landlord may seek to end your tenancy by issuing another One Month Notice. The tenant is reminded that I cancelled the Notice only due to the insufficiencies by the landlord in the Notice itself, not to a consideration of the merits of the causes listed. This Decision may form a part of the landlord's case should it again come before an Arbitrator for consideration.

#### Conclusion

The tenant's application seeking cancellation of the Notice is successful.

The Notice is ordered cancelled as I find it too vague to end a tenancy.

The balance of the tenant's application not dealing with their request to cancel the Notice is dismissed, with leave to re-apply.

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 6, 2021

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Residential Tenancy Branch