



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAUTER HOLDINGS LTD
and [tenant name suppressed to protect privacy]

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 11:11 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. SW ("landlord") appeared for the landlord and was given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed that the landlord and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing. The landlord confirmed that they understood

The landlord testified that the tenant was personally served with the application and hearing package on October 28, 2021. In accordance with sections 81 and 82 of the *Act*, I find that the tenant duly served with the application and evidence. The tenant did not submit any written evidence for this hearing.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

The landlord provided the following submissions. This month-to-month tenancy began in July 2004. The monthly pad rental is currently set at \$260.00, payable on the first of the month. The tenant continues to reside in the manufactured home park.

The landlord filed this application as they are concerned about the tenant's refusal to address an active leak under the manufactured home. The landlord submitted a video taken of the leak, which was taken by the landlord's agent. The landlord testified that it has been over six months with no action from the tenant, and the landlord testified that with the increasingly cooler temperatures, the water will freeze and cause extensive damage, which will affect not only the tenant, but neighbouring tenants.

The landlord filed this application as they are concerned about the tenant's lack of cooperation as timeliness is a factor in mitigating the future damage and losses that will occur. The landlord testified that at night the temperatures will be well below freezing.

Analysis

Section 49 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy was given under section 40 for cause. In order to end a tenancy early and issue an Order of Possession under section 49, I need to be satisfied that 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.

Based on the undisputed evidence and sworn testimony of the landlord, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 49, as outlined above. I find that the tenant has been uncooperative with the landlord by addressing the active leak, and that the potential for damage is great, especially considering the fact that the outside temperature is dropping significantly. I find that by delaying the repairs, the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlord and other tenants in the manufactured home park.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 49 of the *Act* requires that a landlord 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 for cause to take effect. On this point, I find that many of the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early.

The lack of cooperation or response from the tenant in relation to the required repairs is quite worrisome. I find that the landlord has provided sufficient evidence to support that repairs are required, and that the ongoing leak has been happening for some time. I also note that the tenant has not chosen to appear at this hearing, nor have they provided any contrasting accounts by way of written evidence. I find that the landlord has provided sufficient evidence to support that the lack of response from the tenant not only impacts the landlord, but all the other residents in the manufactured home park. I find that the potential damage or losses to be too great if the matter is not dealt with in a timely manner.

Under these circumstances, I find that it would be unreasonable and unfair to the other tenants and the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient and undisputed evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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: November 9, 2021

Residential Tenancy Branch