



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT, LRE, PSF

### Introduction

This hearing convened to deal with the tenant's application and amended application for dispute resolution (application) seeking remedy under the Manufactured Home Park Tenancy Act (Act). The tenant applied for an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, compensation for a monetary loss or other money owed, an order suspending or setting conditions on the landlord's right to enter the rental unit, and an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act.

The tenant, the landlord, and the landlord's agents attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. The tenant connected to the hearing 19 minutes after the hearing had begun. All parties were affirmed.

Thereafter the 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 to me. The parties confirmed receipt of the other's evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters-

Severing unrelated issues –

Rule 2.3 states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

In this application, the tenant listed multiple claims. I find the most urgent matter to consider is the tenant's request for cancellation of the Notice and further find that not all the additional claims on the application are sufficiently related to the primary issue. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice at this proceeding. The balance of the tenant's application will be addressed within this Decision.

Evidence issues –

Additionally, the tenant filed, or had filed, evidence, labeled "Evidence" in pdf form, uploaded on May 4, 2022. I could not open this evidence, although I was able to open and view all other evidence from the tenant, including another entry marked "Evidence" in pdf form filed on another date.

Rule 3.10.5 states as follows:

The format of digital evidence must be accessible to all parties. For evidence submitted through the Online Application for Dispute Resolution, the system will only upload evidence in accepted formats or within the file size limit in accordance with Rule 3.0.2.

...

Before the hearing, a party providing digital evidence to the Residential Tenancy Branch directly or through a Service BC Office must confirm that the Residential Tenancy Branch has playback equipment or is otherwise able to gain access to the evidence.

If a party or the Residential Tenancy Branch is unable to access the digital evidence, the arbitrator may determine that the digital evidence will not be considered.

The file size of the tenant's evidence submission seemed to be unduly large. I find the evidence was also unlabelled as required by the Rule and was therefore, not identifiable.

I have therefore determined that this digital evidence will not be considered. The hearing proceeded on the landlord's oral, documentary and photographic evidence and the oral and other evidence of the tenant. It was upon the tenant to ensure the RTB could gain access to the evidence.

#### Issue(s) to be Decided

Has the landlord submitted sufficient evidence to support their Notice, or should the Notice be cancelled?

#### Background and Evidence

The tenant said that his tenancy on the manufactured home site (home site) in question began 3 years ago and that he has been a resident of the manufactured home park (park) for 13 years.

The landlord issued the tenant a 1 Month Notice, which is the subject of this dispute. While the landlord ultimately served the tenant a second 1 Month Notice, I find the first 1 Month Notice was in the approved form and properly served on the tenant. The landlord explained that they subsequently learned the effective move-out date was incorrect, so the tenant was served a second, 1 Month Notice. I elected to consider the first 1 Month Notice, as the ineffective move-out date automatically changed by operation of the Act.

The tenant submitted a copy of the 1 Month Notice, which shows that it was dated April 9, 2022, for an effective date of May 15, 2022. The Notice signed by the landlord was served to the tenant by personal service by the agent. The tenant confirmed receipt of the Notice on April 9, 2022. The tenant's application was filed on April 19, 2022.

The 6 causes listed on the 1 Month Notice are:

1. Tenant has allowed an unreasonable number of occupants in the site/park.
2. Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
3. Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.
4. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property.
5. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the landlord.
6. Breach of a material term of the tenancy that was not corrected within a reasonable time after written notice to do so.

The "Details of Cause" section listed on the 1 Month Notice states as follows:

Details of the Event(s):

1. [redacted] had a constant change of people living or staying at his mobile. He has not willfully submitted information on these changes, prior to, or when people move in and out. He has submitted (minimal) information on these people only when requested by my caretaker.
2. [redacted] disregarded for instruction on proper clean-up of his yard. He has caused multiple tenants to report their dissatisfaction with the messy surroundings and questioned the welfare and safety of the park. There are excessive traffic from his home and very poor control of his visitors, parking behaviour have adversely affected other residents' quiet enjoyment, security and safety of others.
3. Multiple tenants in the park have confessed that much of the source of drugs in the park has stemmed from this address, specifically one of his regular housemates. This illegal activity will not be tolerated.
4. The tenant's unwillingness to correct the property mess to the degree requested has hindered both tree service and plumbing service from completing their work on time and on schedule. This is not only costed me an extra money, but also put safety and health risk on other residents. (Tree branch falling and septic issue)
5. Recently, it has come to my attention that tenant is burning prohibited items and attracted attention of the fire department. This is another safety issue.

[Reproduced as written except for anonymizing personal information to protect privacy]

In support of their Notice, the landlord provided the following evidence –

The landlord testified that the tenant's home site shows "excessive hoard" and has caused trouble for the landlord and with other park residents. The landlord said that an arborist has refused to come to the site to perform tree and limb maintenance, due to the excessive amount of clutter. The landlord said that it was impossible to address the septic issues due to the clutter. One time, it took over 34 days to make the septic repair.

The landlord said that the tenant has been issued written warnings about the state of the site, and although the tenant temporarily removes some of the items, the site becomes even more cluttered as the tenant keeps adding more things to the site.

The landlord said that the tenant has been given many written warnings, with no improvement. The landlord submitted that they have received many complaints from other tenants and had no choice but to issue the 1 Month Notice.

The landlord said the tenant refuses to follow the park rules concerning the state of the home site, and they have been asked by other residents why the tenant does not have to follow the park rules.

The landlord's agent SJ stated that a few years ago, the tenant informed them he was going to erect a woodshed, but instead, the tenant installed electricity and water, both unauthorised and unlicensed work. SJ said that the tenant had a marijuana grow-op and hot tub in the shed. SJ said they have recently seen plumes of smoke coming from the home site, even though there is a burn ban in effect.

Filed in evidence by the landlord was a video of the home site, photos of the home site, and two emails from other residents in the park.

#### Tenant's response –

The tenant stated that as to the landlord's claim of hoarding, he and his partner would build bicycles for special needs people, so they needed the steel. As to the state of the home site, the tenant said that there is a 4" pit with fecal matter and there is excretia covering the yard, which has not been addressed by the landlord.

The tenant submitted that when he was served with a Notice to end the tenancy, he immediately stopped working. The tenant said he is not well, but has been making an effort. The tenant said the yard has improved.

The tenant admitted to "maybe" having too much metal. The tenant stated that the property is a non-conforming park.

Filed in evidence by the tenant were four letters of support from other residents in the property and a letter from the local fire department, concerning the burning on the home

site. The letter indicated that the burning was controlled in a burn barrel and that the tenant was advised to keep a hose nearby.

The tenant also filed a copy of a letter from the landlord to the tenant, dated April 2022. This letter noted that the tenant had received previous warnings, which did not improve the situation, and informing the tenant that the tree trimming company refuses to come into the yard for tree limb removal, as it is unsafe.

### Analysis

I have carefully reviewed and considered the relevant oral and written evidence submitted by the parties.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. Where a tenant applies to dispute a 1 Month Notice to End Tenancy for Cause, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the Notice is based.

The Notice in this dispute was issued under section 40 of the Act, listing six causes for ending the tenancy. Having reviewed a copy of the Notice, I find it was on the RTB approved form with content meeting the statutory requirements under section 45 of the Act. As the 1 Month Notice was served on April 9, 2022, the effective, move-out date of May 15, 2022 was corrected to May 31, 2022.

When a landlord lists multiple causes on their 1 Month Notice, it is sufficient if a landlord proves one cause, as I find it is not required that a landlord prove each of the causes.

After considering all of the written, photographic, and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant did put the landlord's property at significant risk. In consideration of this reason given on the Notice ending tenancy, I reviewed the landlord's photographic and video evidence and I find these photographs persuasive and compelling.

On the day the 1 Month Notice was issued, April 9, 2022, I find there was an extraordinary amount of clutter, with varying objects including construction material, signs, old furniture, and rusted propane tanks.

The photos submitted by the landlord from May 12, 2022, showed even more clutter stacked against the tenant's home, partially covering windows, a cement mixer, stacked tires, broken furniture, what appeared to be broken and unusable material. The amount of objects on the tenant's home site would be difficult to fully list.

When reviewing the photographs, I find there was very little of the yard visible, due to the stacks of clutter. I also find the photographs give credibility to the landlord's evidence that an arborist will not come onto the home site to perform tree maintenance, which would indicate a significant risk to the landlord's property.

The tenant has not submitted evidence showing the state of the home site currently or from anytime after the 1 Month Notice was issued indicating an improvement in the situation. The tenant's own evidence shows he was given at least one prior written warning, specifically mentioning the arborist could not enter the home site.

Given the above, I find the landlord has submitted sufficient evidence to prove on a balance of probabilities that the tenant put the landlord's property at significant risk.

For this reason, I find it was not necessary to consider the other evidence and testimony submitted relating to other issues listed on the 1 Month Notice.

For this reason, I **dismiss** the tenant's application requesting cancellation of the Notice, without leave to reapply, as I find the One Month Notice dated April 9, 2022 valid, supported by the landlord's evidence, and therefore, enforceable. I therefore uphold the Notice and I **order** the tenancy ended on the corrected effective date of that Notice, or May 31, 2022.

Under Section 48(1)(b) of the Act, I grant the landlord an order of possession of the manufactured home site (Order). In recognition that it would be unlikely the tenant could have his manufactured home removed from the home site quickly, I find it appropriate to issue the Order with an effective date of September 30, 2022, at 1:00 pm. The landlord said at the hearing they could agree to a month in order to facilitate the removal of the home and possessions from the home site.

Should the tenant fail to vacate the home site pursuant to the terms of the Order after it has been served upon him, this Order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is cautioned that costs of such enforcement, such as bailiff costs and filing fees, are recoverable from the tenant.

As I have dismissed the tenant's application seeking cancellation of the Notice, I dismiss without leave to reapply the tenant's request for an order for the landlord's compliance with the Act, to suspend or set conditions on the landlord's right to enter the site, and to order the landlord to provide for services or facilities required by the tenancy agreement of the Act, as the tenancy is ending.

I dismiss the tenant's monetary claim, with leave to reapply.

### Conclusion

The tenant's application, apart from the tenant's monetary claim, is **dismissed, without leave to reapply**. The landlord has met the statutory requirements to end the tenancy and is granted an order of possession of the manufactured home site, effective **September 30, 2022, at 1:00 pm**.

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: August 22, 2022

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Residential Tenancy Branch