



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter RV & Golf Resort
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

Pursuant to section 51 of the *Manufactured Home Park Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The tenants applied on September 26, 2022 for:

- an order cancelling a One Month Notice to End Tenancy for Cause dated September 16, 2022 (the One Month Notice); and
- the filing fee.

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

Issues to be Decided

- 1) Are the tenants entitled to an order to cancel the One Month Notice, and if not, is the landlord entitled to an order of possession?
- 2) Are the tenants entitled to the filing fee?

Background and Evidence

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

Those present agreed on the following particulars of the tenancy. The tenancy agreement for rental of the site began in April 2021, and rent is \$625.00, due on the 24th of the month.

The tenants testified that tenant CM no longer resides on the site, but visits from time to time, bringing tenant DM's grandchildren to visit.

A copy of the One Month Notice was submitted as evidence. The landlord testified they served the One Month Notice on the tenant in person on September 16, 2022, which the tenant confirmed.

The One Month Notice is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates:

- 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
- the 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.

The Details of the Events section of the One Month Notice includes that the landlord has received multiple complaints regarding the tenant's behaviour toward other residents of the park, including the tenant's failure to supervise her grandchildren.

The landlord testified that they served the Notice on the tenant due to her behaviour toward other tenants, because she is not adequately supervising her grandchildren, and because the grandchildren have trespassed and vandalize the property.

The landlord submitted as evidence a letter from one of the other tenants, about encountering the tenant in the shared laundry room. The other tenant stated that the subject tenant gets very angry about COVID 19, so much so that the other tenant changed the day she does her laundry. The other tenant wrote: "I can not put up with her temper any longer."

The landlord testified that they received a complaint in mid June 2022 that the tenant's grandchildren had stolen from the outdoor freezers of other tenants. Submitted as evidence is a letter from another resident, dated July 29, 2022, which states that the tenant's grandchildren are permitted to run around the park unsupervised, they go into the sites of other residents, and "break our belongings and take whatever they want." The letter further states: "I and the others in the park should not have to live with this."

The landlord submitted that the grandchildren, who the tenant testified are 5 and 6 years old, are too young to supervise themselves.

The landlord testified that on July 29, 2022 they received a report from parents of an autistic child that the tenant's grandchildren had bullied the child. Submitted as evidence is a handwritten note from a person who identifies as autistic, stating that they were interfered with by two children.

The landlord testified that on August 1, 2022 they received a complaint from another tenant about the subject tenant making excessive noise. Submitted as evidence is a letter dated August 1, 2020; as the landlord confirmed the event took place in August 2022, and this was not disputed by the tenant, I assume the date is simply an error. The letter states that the tenant went to visit a neighbour in the park, and yelled for the neighbour to come out. The complainant wrote that as their spouse works nights, and was sleeping, they communicated that to the tenant. The complainant wrote that the tenant said that the person's spouse should not still be sleeping at that hour, and "you can't expect people to be quiet," and resumed yelling.

The landlord testified that on September 3, 2022 the tenant's grandchildren were caught by the owner of the park, who is also a resident, vandalizing a park building. The landlord testified that the tenant's grandchildren threw a white substance on park property, and submitted photos as evidence, which show a white material spattered on a support column. The landlord submitted as evidence a summary of the cost of materials and labour to repair the damage, which came to just under \$600.00. The landlord testified they did the repair themselves after finding that contractors were estimating a 4-figure repair cost. The cost of repairs document lists: washing, repairs, and painting, and states that the work took 12 hours. The landlord testified that when they tried to remove the dried solution, it removed the paint from the surface below.

Also submitted as evidence is an undated complaint letter from another tenant of the park, stating that the tenant lashed out at the writer after being confronted about smoking in a non-smoking area. The letter states that the tenant is disruptive, and has started fights, cursing and "causing trouble," due to opposing political views.

Regarding the allegation that her grandchildren were stealing from the neighbours and were unsupervised, the tenant testified that when she is around, she supervises her grandchildren. The tenant testified that a friend also helps to supervise the grandchildren, given that CM, their mother, has a new baby. CM testified that she would

check on her children every half hour, or have someone else do so when she could not. The tenant submitted that the complainant who claimed to have watched her grandchildren stealing from other tenants' freezers had submitted no photos as evidence, and had not approached CM about the issue.

Regarding the allegation that her grandchildren had bullied an autistic child at the park, the tenant testified that her grandchildren had been wrongfully accused, and were always playing with the autistic child. The tenant testified that her grandchildren would not have bullied the autistic child, as they were raised to be respectful and to understand that people can be different from each other.

Regarding the excessive noise complaint, the tenant testified that she had called out to a friend to come have a smoke, and that the neighbour's husband sleeps during the day.

Regarding the allegation that her grandchildren vandalized the park, the tenant testified that only one of her grandchildren was involved, along with another child, and that the children had picked apart a ball which contained a mixture of flour or cornstarch, salt, and water. The tenant acknowledged that the kids were doing something they should not have been. CM testified that the white solution was water-soluble, and that she had offered to clean it up, but the landlord refused, saying he wants to bill the tenant for it. CM submitted that she could have removed the solution from the park property with water and a toothbrush, would have paid for the paint, and would have completed the work for free in about 30 minutes.

The tenant submitted that all of the allegations against her are slanderous.

The tenant submitted as evidence two letters in support of her tenancy. One, dated September 26, 2022 is from one of the tenant's neighbours; it states that she had not witnessed the children harassing a child with autism, and that when her child and one of the tenant's grandchildren smeared the insides of a ball on some pillars in the park, they offered to clean it up, but the landlord refused. The letter states that the writer has not had any problems with the tenant or her grandchildren.

The second letter of support submitted by the tenant is dated September 18, 2022 and states that it is from a resident of the park who wishes to remain anonymous. It says that the tenant has always been a kind and friendly neighbour, and that the writer has experienced and witnessed only positive behaviour from the tenant.

Analysis

Based on the testimony of the parties, I find the landlord served the tenant the One Month Notice on September 16, 2022 in person, in accordance with section 81 of the Act, and that the tenant received it on the same day.

As it is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the reason for the notice, and is in the approved form, I find the One Month Notice meets the form and content requirements of section 45 of the Act.

As the One Month Notice was received by the tenant on September 16, 2022, in accordance with section 40(4) of the Act, the deadline to dispute it was 10 days later: September 26, 2022. As the tenant applied to dispute the One Month Notice on September 26, 2022, I find she applied within the deadline.

Section 40(1)(c)(i) of the Act states that a landlord may give notice to end the tenancy if the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the manufactured home park.

The landlord has provided affirmed testimony and documentary evidence that the tenant's angry behaviour prompted another tenant to change her laundry day so as to avoid the tenant's temper, that the tenant refused to stop yelling after being told she would disturb a neighbour who was sleeping, that the tenant was disruptive and started fights with people in the park, and that the tenant's grandchild damaged park property. The landlord submitted as evidence a breakdown of the time, materials, and cost required to repair the damage.

CM testified that the white solution deposited on the park property by the tenant's grandchild was water-soluble, and that the landlord refused CM's offer to clean it up. CM submitted that she could have made the repair in about 30 minutes, and would have done it for free.

The landlord's documentary evidence includes signed submissions from more than 3 other tenants of the park who have written the landlord to complain about the disruptive behaviour of the tenant or her grandchildren.

The tenant has submitted that the allegations against her are slanderous, and has submitted 2 letters which state she is a good neighbour, one of which is from an

anonymous writer. I find an anonymous letter of support or complaint less convincing than one that is signed and/or indicates the site number of the writer.

Considering the foregoing, I find the volume and substance of the landlord's evidence more convincing than that of the tenant.

Therefore, on a balance of probabilities, I find the landlord is entitled to end the tenancy because they have demonstrated that the tenant, or a person permitted on the property by the tenant, has significantly interfered with or unreasonably disturbed multiple other occupants or the landlord of the manufactured home park.

As there is sufficient grounds to end the tenancy, it is unnecessary to consider the remaining reason on the One Month Notice.

As the tenant is unsuccessful in her application, I decline to award the filing fee.

Conclusion

The tenant's application is dismissed. Pursuant to section 48(1) the landlord is entitled to an order of possession effective December 31, 2022 at 1:00 p.m. The order must be served on the tenant and 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: December 12, 2022

Residential Tenancy Branch