



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenants' application for dispute resolution (application) seeking remedy under the Manufactured Home Park Tenancy Act (Act) for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord.

The tenants and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. 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.

I have reviewed all 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 here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

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

### Preliminary and Procedural Matters-

Although the tenant, CP, denied receiving all the landlord's evidence, tenant GD confirmed receiving the landlord's evidence. Additionally, the landlord confirmed

receiving the tenant's evidence in a print-out. I find the parties were sufficiently served with the other's evidence.

### Issue(s) to be Decided

Has the landlord submitted sufficient evidence to support the Notice issued to the tenant? Should the 1 Month Notice be enforced or cancelled?

### Background and Evidence

The evidence at the hearing was that this manufactured home tenancy began October 31, 2014 and the current monthly pad rent is \$245.

The landlord filed a copy of the 1 Month Notice, which shows that it was dated December 12, 2022, for an effective date of January 12, 2023. The Notice signed by the landlord was served to the tenant by personal service. The tenant confirmed receipt of the Notice on that date.

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

The landlord marked one cause on the Notice, which 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.

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

On Nov. 6, 2022 a written warning was given under compliance of the MHPTA regarding guest of tenant causing unreasonable disturbance and damage to neighbouring tenant. A No-Trespass Order was issued for guest on Nov. 13, 2022 following additional disturbances and damages to neighbour. RCMP were called in on Dec. 2, 2022 to remove trespassing guest from tenant's site. On Dec. 11, 2022 tenant informed Manager that she would deny neighbour entry to site for repairs on abutted unit. Dec. 12, 2022 Management will be on-site to ensure access is given. Communication between Management and tenant on-site has deteriorated. Any attempts at discussion result in tenant swearing, yelling, namecalling, etc. Management has exhausted all options and believes that there is no solution other than eviction as tenant continues to show no regard for park rules or material terms. RCMP File # [REDACTED]

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

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

The landlord said that for the last 2 years, the tenant has been having serious issues with the tenant next door. The issue which ultimately led to the Notice being issued occurred when the tenant's boyfriend, KB, used a chainsaw to remove the top of the tenant's fence post which abutted the neighbouring tenant's home. In the process, the chainsaw cut into the neighbouring home.

The tenant has been warned that they must provide a 2' area for skirting access, as per the park rules, and the area must be free for maintenance and repairs. The tenant has blocked the other tenant's access to their own home, in violation of the park rules.

The damage to the neighbouring tenant's home and KB's alleged aggression to the neighbour caused the landlord to issue a written warning to the tenants, on November 6, 2022.

On November 13, 2022, the landlord gave the tenants a written notice that KB was no longer allowed on the property and that they would be removed immediately if seen. The RCMP were given a copy of the letter.

KB's truck caught fire, and the tenant was told to ensure the fire retardants and damaged vehicle remnants were cleared in an email to the tenant on November 17, 2022.

Despite being issued a "No Trespass" order from the landlord, KB continues to violate that order and come to the property through this year. Other tenants have reported seeing KB and they continue to be aggressive towards other tenants and management. In an email of March 6, 2023, to the tenant, the tenant was warned again about KB's violation of the No Trespass order and was escorted off-site by the RCMP.

The landlord's relevant evidence included emails to the tenant, warning letters, and photos.

In response to the Notice, the tenants provided the following testimony and evidence:

In written statements, the tenants wrote that they have made constant complaints about their neighbour to the landlord, but nothing has been done. They have called the RCMP multiple times against the neighbour. They have lived peacefully in the park since 2014

without issue, and the neighbour has caused trouble since moving into the park two years earlier.

The neighbour has been verbally aggressive to the tenant and KB, and while KB was cutting down the top of the fence post, the neighbour opened the window and became verbally abusive. This startled KB, causing the nick in the home's siding. KB was cutting the fence post and lilac bushes at the request of the neighbour through the landlord.

The other tenant has continued to make excessive noise, resulting in complaints to the landlord and the RCMP. The other tenant has been arrested.

The tenant alleged that the neighbour set fire to KB's truck and they have also stolen items from their vehicles.

The tenants' relevant evidence also included photos, a letter of support by another tenant on the property, and emails between the parties.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

I find the Notice to be completed in accordance with the requirements of section 52 of the Act.

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that the reason set out in the notice is met.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met that burden.

The parties have provided very different evidence submissions.

In this case, I find the evidence shows that the tenant and their neighbouring tenant have made serious allegations about each other and about KB to the landlord.

The evidence here shows serious conflicts between the tenant and the neighbouring tenant. Some of the conflict involved KB, the tenant's boyfriend.

While there are serious allegations, I find there is no corroborating or specific evidence provided by the landlord, such as the RCMP records/file. The evidence was clear that both sets of tenants and the landlord have made calls to the RCMP. While the landlord said they would provide them when received, I find there is insufficient evidence that the records have been requested or any indication of a timeline. The first incident of the RCMP call-out was in October 2022, and the hearing did not take place until April 24, 2023, which I find allowed a reasonable time to produce the records.

I find the RCMP records would be vital for either party to support their respective positions in this matter, either that the tenant and/or KB instigated the issues or whether the other tenant was at fault. However, as the landlord has the burden of proof in this matter, I find the landlord submitted insufficient evidence of fault by the tenant in this dispute only.

For all these reasons, I find the landlord submitted insufficient evidence that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant.

As a result, I find the landlord's 1 Month Notice, dated December 12, 2022 is not supported by the evidence and therefore, not valid.

I therefore grant the tenant's application for cancellation of the 1 Month Notice.

I **ORDER** that the Notice be cancelled and further order that the tenancy continue until ended in accordance with the Act.

#### **Cautions to the tenant –**

Although I have cancelled the Notice in this case, due to my findings herein, I find the evidence also shows that the tenant is not blame-free in these matters. Had the landlord been able to provide documentary evidence as noted above of wrongdoing by the tenant or KB, the Notice likely would have been upheld.

I inform the tenant that every tenant in the manufactured home park is entitled to quiet enjoyment, and the tenant is now informed that should they continue to have

inappropriate interactions with the other tenant **or the landlord**, the landlord is at liberty to issue the tenant another One Month Notice to End Tenancy for Cause, and if they choose, the landlord may use this Decision as support for their Notice.

#### Cautions to the landlord and tenant

Although KB has been given a no trespass order preventing them from coming to the park, I inform the landlord that they may not unreasonably restrict a person permitted on the manufactured home park by the tenant.

What this means is, the tenant is entitled to have guests come to their home.

I direct the landlord to allow KB access to go to the tenant's home, and only for that purpose. I make this direction as I have found the landlord submitted insufficient evidence that KB should not be allowed any access to visit the tenant.

The tenant is cautioned that KB may not visit other manufactured home sites and must contain any visit to the tenant's site, **only**.

The tenant is cautioned that any violations of these directions may result in the landlord filing another 1 Month Notice, as tenants are responsible for anyone they allow on the property.

#### Conclusion

The tenant's application for cancellation of the 1 Month Notice was successful.

The Notice issued by the landlord has been ordered cancelled and is of no force or effect due to the insufficient evidence of the landlord.

The tenancy has been ordered to continue until ended in accordance with the Act.

Both parties have been issued cautions.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 15, 2023