



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 1127728 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

Tenant: CNC, MNDCT, AAT, PSF, LRE, OLC  
Landlord: OPC, FFL

### Introduction

The Tenant filed an Application for Dispute Resolution on March 27, 2023 seeking:

- a. to dispute a One Month Notice to End Tenancy for cause (the “One-Month Notice”) served by the Landlord on March 2, 2023
- b. compensation for monetary loss/other money owed
- c. access to the rental unit/site for Tenant/guests
- d. the Landlord’s provision of services/facilities required by the tenancy agreement/law
- e. suspend/set conditions on the Landlord’s right to enter the rental unit/site
- f. the Landlord’s compliance with the legislation/tenancy agreement.

The Landlord filed an Application on March 20, 2023 for an order of possession in line with the One-Month Notice, and reimbursement of the Application filing fee. With the Tenant’s Application already in place, the Residential Tenancy Branch crossed the Landlord’s Application for the same hearing.

The matter proceeded by way of a conference call hearing pursuant to s. 67(2) of the *Manufactured Home Park Tenancy Act* (the “Act”) on July 4 and July 11, 2023.

In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The Tenant and the Landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

At the start of the hearing, each of the Landlord and the Tenant confirmed they received the prepared evidence of the other. I allowed for an adjournment and requested the Landlord prepare an account in a specific format, in line with the One-Month Notice. The Landlord complied with this request and presented their evidence and testimony in this fashion on the reconvened hearing on July 11, 2023.

### Preliminary Matter – related issues

The Tenant's request for compensation, access to the site for their guests/self, the Landlord's provision of services/facilities, suspending the Landlord's access, and the Landlord's compliance with the law are not related to the main issue in dispute. By application of the *Residential Tenancy Branch Rules of Procedure*, Rule 2.3, these issues are unrelated to the most urgent issue, that of whether the tenancy will end. I sever these issues from consideration. The Tenant may file a new and separate application to address these issues. The most important matter is the Landlord's issuance of the One-Month Notice

### Issue(s) to be Decided

Is the Tenant entitled to cancellation of the One Month Notice to End Tenancy for cause?

If the Tenant is unsuccessful in this Application, is the Landlord entitled to an Order of Possession of the rental unit?

Is the Landlord entitled to recover the filing fee for this application pursuant to section 65 of the *Act*?

### Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to my findings in this matter are described in this section.

In the hearing the Landlord described the original tenancy agreement as existing for quite some time, completed by a prior landlord. The Landlord does not have a copy of

the original tenancy agreement. The Landlord indicated in their Application that the rent amount was \$459.45, payable on the first day of the month.

The Tenant described living at the rental unit site for close to 16 years. They were “grandfathered” from the original tenancy agreement in place with a prior tenant who had been at that rental unit site for close to 20 years.

On February 27, 2023 the Landlord served the One-Month Notice to the Tenant. This provided the end-of-tenancy date as March 31, 2023. On page 2 of the document, the Landlord listed the following reasons they seek to end the tenancy:

- ☐ Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
- ☐ 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.
  - ☐ put the landlord’s property at significant risk.
- ☐ 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
- ☐ 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.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

In the details section on that same page, the Landlord described having a previous order of possession in place from a prior hearing. The Tenant did not leave after the Landlord served this prior order of possession, and had not changed their behaviour since that time in September 2022.

The Landlord described not granting permission to various people who live with the Tenant, and the Tenant did not complete the appropriate forms to inform the Landlord of who is residing in the rental unit.

On the One-Month Notice, the Landlord also described the “backyard is still having a lot of junk”, and the Tenant made an addition to the manufactured home at the manufactured home site, and “electrical work has been done. . . without a proper electrician and permission/.”

Also on the One-Month Notice, the Landlord listed “numerous complaints about [the Tenant] and [the Tenant’s] roommates.” This is putting the safety and lawful rights of other residents in the park at risk.

In a separate summary of the issues, the Landlord stated there were 6 people other than the Tenant “cohabiting in a 800 sqft dwelling at one time.” The caretaker counted over 25 people that had stayed long- or short-term at the manufactured home throughout one single year.

In the hearing, the Landlord cited the rules in place in the park for long-term residents. For the Landlord, this presents a serious safety issue. They also stated they asked for full information on each person residing with the Tenant, up to three times.

The Tenant stated the Landlord forgot to consider the additional 600 sqft in place at the manufactured home site. They also questioned the caretaker’s ability to monitor the number of people that closely. The Tenant stated they never had a copy of the rules in place from the Landlord, and again cited being “grandfathered” in from a prior tenant’s agreement that was in place some time ago. To the Tenant, this meant that different rules applied to them.

The Landlord cited the people residing with the Tenant as presenting safety concerns and jeopardizing other residents’ lawful rights. They had knowledge of one occupant’s criminal activity, with another involved in a violent incident in the manufactured home park. Another occupant was sleeping in a vehicle, leading another park resident to complain they felt unsafe. Another occupant damaged an area in the park with their vehicle, leading to police involvement.

While the Tenant repeated that they “got rid of” four occupants, the Landlord stated their concern that certain individuals may return. The Tenant and Landlord went back-and-forth on their recall of certain other events. The Tenant described other visitors who were “hitchhikers” as being the source of other difficulties. The Tenant attempted to explain other incidents raised by the Landlord.

On their summary document, the Landlord listed the following incidents/situations as putting their property at significant risk:

- the yard at the manufactured home site is still full of “many broken down items”, many car tires and heavy items are placed on top of the septic tank lid

- there was no inspection for electrical or fire for the addition that the Tenant made to the manufactured home
- another resident reported they were not able to sell their unit because of the Tenant's guests
- the Tenant put up a sale sign in the front yard, with a realtor reporting to the Landlord that this sign was stolen from elsewhere.

In the hearing, the Landlord described these problems as those that started in the previous year. They asked the Tenant to clean up the area, but it is continuing to take so long. The Landlord offered to pay for disposal and the Tenant refused this offer. The Landlord provided several pictures as evidence of what they were describing in place at the manufactured home site.

The Tenant responded to these charges in the hearing to say that they were continuing to clean up the area. They cited a tree falling on their shed as the cause of a lot of the mess, and their idea that many of the items in place on the manufactured home site still have some value and use.

The Tenant recalled a bylaw inspector had visited to inspect the so-called addition, and said "so what", meaning they were indifferent to the issue. The Tenant explained this as a temporary structure that was in place to protect certain of their possessions from the elements.

Regarding the real estate sign in place at their manufactured home site, the Tenant stated they were pranked by someone on this.

On their summary document, the Landlord provided the following description of illegal activity:

- April 3: the caretaker received complaints about the Tenant fighting in their driveway, as an altercation
- May 8: a different resident complained about loud banging
- May 8: people sleeping inside the vehicle on the Tenant's driveway, blocking road access
- May 14: a roommate of the Tenant had a contact that visited several times, later ending up murdered

The Tenant described the Landlord's account of these incidents as "innuendo" and questioned why others would not call 911 if they felt something illegal had occurred.

The Tenant also cited their efforts at getting other roommates to leave, stating “the undesirables are now gone”.

On the Landlord’s indication of the Tenant’s breach of a material term of the agreement, the Landlord listed as follows:

- 6 vehicles in total, with 3 of them uninsured, are taking up space in visitor parking spots. One roommate was given warning notices to remove the vehicle, since February. The Rules in place in the park state that “one 2 insured vehicles allowed for each mobile home”.
- The Tenant refuses to provide information about their roommates, and “nobody had filled out the tenant information form up until now”. The Landlord requires a background check of park residents. The Landlord set out that the caretaker provided the required form to the Tenant on March 3, April 20, and May 21.
- the Tenant did not maintain the yard at the manufactured home site, as per the park rules.

In response to this in the hearing, the Tenant stated that only one vehicle remains as of the date of the hearing. They stated their objection to the need to provide financial information to the Landlord. The Tenant stated they would gladly provide everyone’s names to the Landlord as they have done in the past.

In summary statements in the hearing, the Landlord stated they have a positive obligation to provide a safe environment to others in the manufactured home park. There are 32 other units in total, and the safety and security of others should never be compromised. The Landlord cited their own emotional distress, as well as the ongoing financial risk in place with this tenancy.

### Analysis

Section 40(1)(c)(ii) of the *Act* allows the landlord to end a tenancy because the tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant or put the landlord’s property at significant risk.

In the matter before me, the Landlord has the onus to prove that the reason for ending the tenancy is valid and sufficient.

Based on the evidence and testimony before me, I find that the Tenant, their guests, and the state of the manufactured home site, all are proving to be a jeopardy to all involved. The Landlord's paramount concern is that of other residents in the manufactured home park, and I find the Tenant, in continuing to live the way they do, is proving to be a serious risk to those other occupants. The Tenant, in accumulating masses of items at the manufactured home site, is putting the Landlord's property at significant risk, and seriously jeopardizing the health and safety of others. That is plain from the Landlord's picture evidence, and it appears the situation at the manufactured home site is insurmountable, meaning the Tenant is not capable of managing the situation.

I find the Tenant has not asked the Landlord for assistance in managing the manufactured home site. This is evident from the excuses, and statement in which the Tenant attempted to pass the blame to other acquaintances or their associates in the hearing. I did not hear any statement of acknowledgement that the Tenant's mismanagement of the manufactured home site, and the actions and behaviour of their guests, was proving to be a serious problem to others and the Landlord. The Tenant's statement that they were grandfathered in from some previous tenancy is meaningless given the state of the manufactured home site which I attribute entirely to the Tenant.

For the safety of other residents of the park, as well as the value of the Landlord's property, I find this tenancy must end. I uphold the One-Month Notice served by the Landlord on February 27, 2023. The Tenant provided no evidence or testimony that outweighs that of the Landlord on the matters of safety and risk to the property.

The Tenant's Application for a cancellation of the One-Month Notice is not successful. I dismiss the Tenant's Application in its entirety, without leave to reapply.

The *Act* s. 48 provides that I must grant an order of possession to the Landlord where I dismiss the Tenant's Application, and where a notice to end tenancy complies with the s. 45 requirements of form and content.

On my review of the One-Month Notice document, I find it complies in each aspect of s. 45. That is: it is signed and dated by the Landlord, gives the address of the manufactured home site, states the end-of-tenancy date, and provides the grounds for ending the tenancy. The Landlord correctly used the approved form for this purpose.

I find the Landlord is entitled to an Order of Possession and the tenancy shall end.

The Landlord was successful in this Application. I order the Landlord to retain \$100 from the Tenant's security deposit, in full satisfaction of the monetary award for the filing fee. The remainder of the Tenant's security deposit will be dealt with at the end of this tenancy in accordance with the *Act*.

### Conclusion

I dismiss the Tenant's Application in its entirety, without leave to reapply.

I grant an Order of Possession to the Landlord, effective two days after they serve it to the Tenant. Should the Tenant fail to comply with this Order of Possession, the Landlord may file it with the Supreme Court of British Columbia, where it will be enforced by an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: August 10, 2023

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Residential Tenancy Branch