



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause, and to recover the fee for filing an Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a Monetary Order, and to recover the fee for filing an Application for Dispute Resolution.

TY and BY were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. TY and BY affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

TY and BY were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. TY and BY affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

TY stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to the Landlord, by registered mail, although they cannot recall the date of receipt. I therefore find these documents were served to the Landlord in accordance with section 82 of the Act.

TY stated that the Landlord's Application for Dispute Resolution and Proceeding Package was left in the Tenant's mailbox at her current place of residence on September 22, 2025. TY stated that the Landlord's Application for Dispute Resolution and Proceeding Package was also sent to the Tenant, by email, on September 17, 2025.

I therefore find these documents were sufficiently served to the Tenant in accordance with 64(2) of the Act.

As these documents were served to the Tenant by email and by leaving them in the Tenant's current mailbox, and the Tenant has applied to cancel the same One Month Notice which the Landlord is attempting to enforce, I find it reasonable to proceed with the hearing in the absence of the Tenant.

Service of Evidence

On various dates in August and September of 2025, the Landlord submitted evidence to the Residential Tenancy Branch. TY stated that this evidence was served to the Tenant with the Landlord's Proceeding Package on September 22, 2025. In the absence of evidence to the contrary, I find the evidence was served in accordance with section 88 of the Act, and it was accepted as evidence for these proceedings.

On various dates in August and September of 2025, the Tenant submitted evidence to the Residential Tenancy Branch. As the Tenant did not attend the hearing to establish service of this evidence, it was not accepted as evidence for these proceedings.

Preliminary Matter

The Landlord has applied for compensation of \$30,000.00 for clearing the manufactured home site.

Section 30 of the Act requires a tenant leave the site reasonably clean, and undamaged except for reasonable wear and tear when the tenant vacates a manufactured home site at the end of a tenancy.

I find the Landlord's application for clearing the site is premature, as the tenancy has not yet ended and the Tenant has not had the opportunity to clear the property at the Tenant's own expense. I therefore dismiss this claim for \$30,000.00, with leave to reapply.

The Landlord retains the right to file another Application for Dispute Resolution in which the Landlord seeks compensation for clearing the site.

I likely misled the Landlord when I told them they should wait a "reasonable period" before filing another Application for Dispute Resolution. I would like to clarify that was

simply a practical suggestion. The Landlord is under no obligation to follow that suggestion. It is sometimes practical to delay filing an Application for Dispute Resolution in these circumstances, as it is possible the Tenant will comply with their obligation to clear the site. If the Tenant complies with their obligation to clear the site, it would not be necessary to file another Application for Dispute Resolution.

For clarity, the Landlord has the right to file another Application for Dispute Resolution seeking compensation for clearing the site as soon as the tenancy has legally ended.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 40 of the Act, be upheld or set aside?

If the One Month Notice to End Tenancy for Cause is upheld, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order?

Is either party entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

TY declared that:

- The tenancy began approximately 25 years ago
- The Tenant is currently paying monthly rent
- Nobody has lived in manufactured home for approximately 10 years
- The One Month Notice to End Tenancy for Cause, dated August 07, 2025 was placed in the Tenant's current mailbox on August 07, 2025
- The One Month Notice to End Tenancy for Cause declared the Tenant must vacate the unit by September 30, 2025
- The One Month Notice to End Tenancy for Cause declared the tenancy is ending because the tenant or a person permitted on the property has seriously has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; and the tenant has not completed required repairs.

In the Tenant's Application for Dispute Resolution, the Tenant declared the One Month Notice to End Tenancy for Cause was received on August 10, 2025.

In support of the One Month Notice to End Tenancy for Cause, TY declared that:

- Photographs submitted in evidence show the current state of the rental unit
- As seen in the photographs, the carport roof has fallen onto a vehicle
- As seen in the photographs, the building leading to the manufactured home is missing
- As seen in the photographs, the roof of the building leading to the manufactured home is collapsing
- As seen in the photographs, the carport roof is collapsing
- Windows to the manufactured home have been left open for approximately 10 years
- The Tenant was asked to repair the deficiencies in June of 2025, and has taken no action
- The condition of the home poses a risk to other occupants living in the residential complex as parts of the building could collapse onto their shared common property and injure someone
- The condition of the home poses a risk to people accessing the property, as parts of the building could collapse and injure someone while they were delivering mail
- Mail is still being delivered to the manufactured home
- The home is unoccupied and insecure, so rodents are living in the home
- The presence of rodents is having a negative impact on other occupants of the manufactured home park who are living near the home
- The utilities have been disconnected since 2019, which likely means there is no active fire alarm.

The Landlord is seeking compensation for legal costs related to issues in dispute at these proceedings.

Analysis

Based on the undisputed evidence, I find that the Landlord and the Tenant have a tenancy agreement.

Section 40(1) of the Act permits a landlord to end a tenancy by giving notice to end the tenancy if:

- a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;

- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) 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, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- (g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;
- (h) the tenant
 - (i) has failed to comply with a material term, and
 - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
- (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- (l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:
 - (i) the date the tenant receives the order;
 - (ii) the date specified in the order for the tenant to comply with the order.

Based on TY's undisputed testimony, I find that the One Month Notice to End Tenancy for Cause, dated August 07, 2025, was left in the Tenant's current mailbox on August 07, 2025. Based on the information provided in the Tenant's Application for Dispute Resolution, I find this Notice was received by the Tenant on August 10, 2025. I find this

Notice informed the Landlord of the Landlord's intent to end the tenancy pursuant to sections 40(1)(d)(ii) and 40(1)(d)(iii) of the Act.

Based on TY's testimony and the photographs submitted in evidence I find that the Landlord has grounds to end this tenancy pursuant to section 47(1)(d)(ii) of the Act. I therefore dismiss the Tenant's application to cancel the One Month Notice to End Tenancy for Cause and I grant the Landlord's application for an Order of Possession.

I find that the testimony and the photographs submitted in evidence which corroborate that testimony clearly establish that this manufactured home has not been properly maintained. I find that the condition of the property poses a risk to other occupants of the residential complex. I find the home is in such poor condition that parts of it could collapse and injure someone standing nearby or somebody who is on the property for a legitimate reason, such as the Landlord conducting an inspection of the property.

I find the undisputed testimony that the home has been without utilities since 2019 is particularly troubling, as it may mean there is no active fire alarm. In the absence of evidence from the Tenant to show that there is a battery operated fire alarm, I find this home poses a significant fire hazard, which could have drastic impacts on other occupants of the manufactured home park.

As the Landlord has established grounds to end this tenancy, pursuant to section 47(1)(d)(ii) of the Act, I grant the Landlord's application for an Order of Possession and I dismiss the Tenant's application to dismiss the One Month Notice to End Tenancy for Cause, dated August 07, 2025.

The dispute resolution process allows a party to claim for compensation or loss as the result of a breach of *Act*. With the exception of compensation for filing an Application for Dispute Resolution, the *Act* does not allow a party to claim compensation for costs associated with participating in the dispute resolution process. I dismiss the Landlord's claim for legal fees, as they are costs which the Act does not authorize me to award.

I find that the Landlord's Application for Dispute Resolution has some merit, and that they are entitled to recover the fee for filing their Application for Dispute Resolution.

I find that the Tenant has failed to establish the merit of their Application for Dispute Resolution. I therefore dismiss the Tenant's application to recover the fee for filing their Application for Dispute Resolution, without leave to reapply.

Conclusion

I grant the Landlord an Order of Possession that is effective seven (7) days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order \$100.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as 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: October 23, 2025

Residential Tenancy Branch