



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to end the tenancy early, obtain an Order of Possession and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlords and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the Landlord be granted an Order to end this tenancy early and obtain an Order of Possession?

Background and Evidence

The parties confirmed that the Tenant entered into a tenancy agreement that began on August 1, 2006 for the monthly pad rental of \$280.00.

The Landlords submitted that on September 30, 2012 they had attended unit # 67 to deal with complaints and spoke with an unknown occupant who told them that the Tenant had allowed them to rent unit # 67. They left unit # 67 and went to the Tenant's home to advise her of the rules which stipulate that occupants or proposed tenants must be preapproved by the managers.

The Landlords said that they were upset with the Tenant's behaviour as she was not accepting of the rules. They submitted that they attempted to explain the rules that were

in her contract and that she responded by saying "I never read it". Then when they explained that she needed to follow proper procedures she would say things like "have a heart they have to live somewhere".

The Landlords asserted that when they realized the conversation was not going anywhere they were leaving to head back to their truck at which time the Landlord N.C. told the Tenant she needed to clean up her yard and that they would be dropping off a notice to her in the morning. The Landlords contend that it was at that time that the Tenant took several steps towards them and pushed N.C. causing her to slip on tarps that were on the deck. N.C. told the Tenant that her actions were grounds for eviction after which the Tenant pushed N.C. again causing her to fall off the deck. N.C. said she landed on her feet and told the Tenant that she could come after her again now that she was on her feet. She said the Tenant picked up a 2 x 4 and began waving it at the Landlords. The Landlords stated that it was at this time that they went into their truck and called 911. The Police attended and N.C. requested charges against the Tenant for assault. The Tenant was taken away by the police and issued a no contact order.

The Landlords advised that N.C. has been instructed not to go anywhere near the Tenant due to the no contact order. N.C. advised that she has concerns because she needs to manage the park when her husband is out of town for work and she is also concerned for the safety of her children and other tenants. She said she has been told by other tenants that they are fearful of retribution from the Tenant.

The Landlords confirmed that they have been managing this park since June 1, 2012 and that they have had numerous interactions with the Tenant. They said that the Tenant would always respond to their requests by saying "yeah yeah" however she never does what she is supposed to do. They have also heard that the Tenant has been involved in assaults with two other tenants which is causing tenants to be afraid to come forward with their complaints.

The Tenant confirmed that she has been charged with assault against the Landlord N.C. in regards to an incident which occurred September 30, 2012. She argued that the Landlords attended her rental unit on that Sunday at 6:00 p.m., instead of calling, to complain about her renting out unit #67. She said that the Landlords were five inches from her face and were repeatedly yelling at her for over an hour. She said she responded by telling the Landlords "let's take it up with legal technicalities". She said the Landlords responded saying they were going to give her a notice because she had two bags of garbage on her deck and a broken car in the yard. The Tenant said she told the Landlords that this was harassment.

The Tenant confirmed that she pushed the Landlord back to get some space between them as the Landlord was 5" from her face. When I asked if she pushed the Landlord a second time she said she did not recall. I then asked the Tenant if she pushed the Landlord off of the deck and she said she was really upset and afraid of the Landlords' authority. The Tenant confirmed she has been charged with assault and that she has been issued a no contact order.

In closing the Tenant denied having problems with other tenants or occupants in the park. She confirmed that her manufactured home was built in approximately 1972 and that it is of an age and state of repair where it cannot be moved.

The Landlords noted that the Tenants behaviour has changed from being complacent and always saying yeah, yeah, to taking physical action which has caused them and other tenants to fear retaliation. They are seeking to have the Tenant vacate the manufactured home no later than October 31, 2012, but are willing to allow the Tenant three months to try and sell the unit as long as no one occupies the unit until it is sold.

Analysis

In this case the parties agreed there was an incident which occurred on September 30, 2012, that resulted in the Tenant being charged with assault against the Landlord, N.C. and being issued a no contact order.

Upon careful consideration of the evidence before me I find the Landlords have proven that over the course of the past four months the Tenant's behaviour in response to the Landlords' authority has escalated to the point where the Tenant has engaged in an activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the landlord or another occupant of the property.

Next I have considered whether it would be unreasonable or unfair to the Landlords to wait for a one month Notice to End Tenancy to take effect. I have accepted above that the Tenant's behaviour has escalated over a four month period to the point where she has engaged in an activity that has adversely affected quiet enjoyment, security, safety or physical well-being of the landlord or another occupant of the property. Therefore, after considering the Tenant's testimony that she responded to her own fear of authority with the physical action of pushing the Landlord, and her flat out denial of being involved in any situations with other tenants, I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. The relationship is deteriorating and has escalated to physical contact with the possibility for the Landlords suffering further loss

or damage. Therefore, I grant the Landlord's application to end this tenancy early. The Landlords are at liberty to enter into an agreement with the Tenant, if they so chose, which would allow the manufactured home to remain vacant on the manufactured home pad while it is up for sale.

The Landlords have been successful with their application; therefore I award recovery of their **\$50.00** filing fee.

Conclusion

I hereby grant the Landlords an Order of Possession effective **October 31, 2012 at 1:00 p.m.** after it is served upon the Tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has been issued a Monetary Order in the amount of **\$50.00**. This Order is legally binding and must be served upon the Tenant.

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: October 24, 2012.

Residential Tenancy Branch