



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

1. Should the 1 Month Notice to End Tenancy be upheld or cancelled?
2. If the tenancy continues, is it necessary and appropriate to issue orders for compliance to the tenant?

Background and Evidence

The tenant began residing at the manufactured home park nearly 16 years ago under a verbal tenancy agreement with the former landlords. The tenant currently pays rent of \$386.00 on the 1st day of every month.

On October 17, 2013 the landlord posted 1 Month Notice to End Tenancy for Cause (the Notice) on the tenant's door. The Notice was deemed to be received three days after posting and the tenant submitted she received the Notice on October 20, 2013. Accordingly, the tenant filed to dispute the Notice within the time limit for doing so.

The Notice indicates the reason for ending the tenancy is because of: "*breach of a material term of the tenancy agreement that was not corrected within a reasonable amount of time after written notice to do so.*"

The landlord pointed to Rule 1, 9 and 10 of the “Park Rules” as the basis for finding breach of a material term of the tenancy agreement. In brief, Rule1 requires the tenant to keep the manufactured home and rental site “attractively maintained” and in compliance with applicable laws. Rule 9 provides that the tenant must “maintain the site, landscaping and the home in good repair and in a neat, clean and sanitary condition.” Rule 10 provides that “any breach of these Park Rules by the Tenant will be considered a breach of a material term of the Tenancy Agreement and may result in a Notice to End Tenancy...”

The landlord testified that the current Park Rules were posted on the tenant’s door in February 2010. The tenant denied receiving them.

The landlord submitted that a letter was posted on the tenant’s door on October 4, 2013 requiring the tenant to clean up the debris on the tenant’s deck and find a new home for a larger breed dog obtained without prior consent of the landlord. The letter indicates the tenant has until October 11, 2013 to comply with these requirements and failure to comply would result in issuance of a Notice to End Tenancy.

The tenant initially testified that she did not receive the letter dated October 4, 2013; however, the tenant also testified that she did get rid of the dog by October 11, 2013 as the landlord requested her to do.

The tenant stated that she has made attempts to clean up the deck but that it is difficult given her age and lack of storage. The tenant submitted that the contents of her deck are not visible from the common property or neighbouring sites.

Upon some discussion as to the receipt and enforceability of the Park Rules the landlord indicated that she is more interested in having the tenant clean up the deck and site rather than pursue eviction of the tenant. The landlord was willing to accept the tenant’s word that the dog has been removed from the property in the absence of further complaints or evidence to the contrary.

The landlord also requested the tenant be required to clean the algae from the exterior siding of the manufactured home. The tenant was agreeable to having the siding power-washed no later than April 2014.

Analysis

As the landlord indicated a willingness to continue this tenancy provided certain actions are undertaken by the tenant to improve the level of cleanliness at the site, I cancelled

the 1 Month Notice and I found it necessary and appropriate to issue ORDERS to the tenant to comply with section 26(2) of the Act based upon the evidence presented to me and the requirements of the Act.

Section 26 of the Act provides for obligations for a landlord and tenant to maintain the property. Section 26 provides, in part,

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas

Upon review of the landlord's photographs, I find the clutter that is stored on the deck is excessive and possibly a fire hazard; and, that the possessions, including those with remnants of food (such as the toaster over an empty pop cans) is likely an attractant for pests and/or vermin. Therefore, I find the tenant has failed to maintain the property as required under section 26(2) of the Act and I issue the following **ORDERS to the tenant:**

- 1. No later than 30 days from receiving this decision, the tenant must:**
 - a. Remove any garbage, recyclables, cardboard boxes, food items, and items exposed to food or drink (such as the toaster oven, empty pop cans, etc.) from the deck or any other exterior location on the rental site; and,**
 - b. Significantly reduce the volume of the remainder of the items stored on the deck.**
- 2. Power-wash and/or remove dirt and algae from the exterior siding and skirting of the manufactured home no later than April 30, 2014.**

Failure to comply with the above orders shall be a basis for the landlord to pursue further remedy, including issuance of a 1 Month Notice for the reason as provided under section 40(1)(k) of the Act "the tenant has not complied with an order of the Director..."

Conclusion

The 1 Month Notice has been cancelled and the tenancy continues at this time. This decision also includes specific ORDERS to the tenant for compliance with the Act.

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, 2013

Residential Tenancy Branch

