



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding D & A INVESTMENTS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, O, FF

### Introduction

The tenants apply to cancel a one month Notice to End Tenancy dated October 28, 2013. The tenants also seek “other” relief in their application for dispute resolution but as far as I can determine there are no particulars of that relief and the tenants did not raise it at hearing.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenants have given cause to be evicted for any of the reasons alleged in the Notice?

### Background and Evidence

The manufactured home site is in amongst another twenty-three sites in a manufactured home park in a small, coastal town along the northern reaches of the Strait of Georgia. The applicant tenant’s site is located at the very entrance to the park. The tenants are a couple on the verge of or tilting into retirement. They have been living in their manufactured home on the site in question since November 2005. Their pad rent is \$272.00 per month. They had lived in the park prior to 2005. In 2000 they lived in a “doublewide” on the same site and then in a fifth-wheel in the lower park, an area reserved for such vehicles.

There is no dispute but that the tenants have made significant improvements to their site, including a concrete slab, a deck, an improved driveway, an addition and a covered carport.

However, as the result of events occurring over the last year or more, the landlord determined to serve a Notice to End Tenancy. That Notice, challenged here, alleges six grounds for ending the tenancy:

1. The tenants are repeatedly late paying rent,
2. The tenants or a person permitted on the property by them has,
  - a. Significantly interfered with or unreasonably disturbed another occupant or the landlord, or
  - b. Seriously jeopardized the health or safety of lawful right or another occupant or the landlord.
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so, and
4. That the tenants knowingly gave false information to a prospective tenant or purchaser of the site or park.

Any of these allegations, if proved, justify eviction of a tenant under s.40 of the *Manufactured Home Park Tenancy Act* (the “Act”).

In support of the Notice, the landlord presented Ms. M.R. as a witness. She and her husband Mr. D.R. have been the park managers since March 2010. She testified that the tenants were late paying rent in the months of January to May, 2013, inclusive. Particularly, the rent was paid on; January 3, February 4, March 2, April 13 and May 3. She described the late rent issue as “a miniscule part of the problem.” The tenants paid by money order, delivered by hand. She said that during the months in question the tenants had other tenants make the actual delivery of the money orders. From her testimony it appears she issued cash register receipts but not consistently. She did not charge any “late fee” for these alleged tardy payments, though the tenancy agreement provides for it. She referred to a list she had made showing the late payment dates. She referred to it as a record. It appears to be in accord with deposit slips also filed by the landlord, showing the dates the rent money was deposited at the bank (but for April, where the deposit slip shows the tenants’ rent was deposited on April 3, while Ms. M.R.’s note and testimony claim it to have been paid on April 13.)

Ms. M.R. testified that the tenant Ms. M.W. has been disruptive in the park. More particularly in or about November 2012 the park suffered a water well problem. Ms. M.R. found out from other tenants that Ms. M.W. had been asking them to complain to the local health unit about the water problems. As well, Ms. M.R. has heard from two other people in the park, Ms. A.McC. and Mr. B.T. that the tenant Ms. M.W. was saying the landlord had been “paying off the health unit” in regard to excessive chlorine levels in park water. She says the tenant Ms. M.W. has been complaining about chlorine in the water for years.

In regard to the allegation that the tenants had given false information to a prospective tenant or purchaser, Ms. M.R. testified that she had been told by a realtor that he had been told by a prospective park tenant that she had overheard the tenant Ms.M.W. at church during the summer of 2013, complaining about the horrible management at the park, the water contamination and “payoffs.” Ms. M.R. went on to say that in another incident, it had been arranged for a supplier came to put two manufactured homes in the park in April (2013). He did not show up and when she called him he told her he’d changed his mind because the woman at site #1 was staring and he felt uncomfortable.

Ms. M.R. presented a petition circulated in the park in October 2013 and originally signed by twenty two tenants. It is entitled “PETITION TO MOVE FOR EVICTION” and asks the landlord to evict the applicant tenants as they...

have caused significant disruption to our use and enjoyment of the property, destroyed the reputation of our community thereby devaluing our homes, acting in an aggressive and/or abusive manner and/or attempting to manipulate our opinions, actions and behaviour.

The petition had been circulated by another tenant, Ms. E.T.. Ms. M.R. testified that Ms. E.T. gave her the petition, and that she, Ms. M.R., did not type it up but did printed it off for Ms. E.T.. During a later questioning by Mr. C.M., who was assisting the applicant tenants, Ms. M.R. admitted that she had helped Ms. E.T. draft it and that indeed she had typed it up. Ms. M.R. had initially intended to circulate it herself but out of a concern for tenant privacy Ms. E.T. agreed to circulate it.

Ms. M.R. testified that she had heard from unidentified tenants that the applicant tenants had bullied or otherwise been aggressive about tenants permitting children to stay in the park, though it is an “adult” park.

Ms. M.R. testified that after the petition had been circulated she called a “town meeting” at the request of Ms. C.Y., an initial signer of the petition who had asked that her name be removed from it. It is not clear whether all the tenants in the park were formally invited or just the petition signers. Some non-signing interested parties did attend. The owner Mr. D.D. was there, as was Mr. C.M., the tenants’ helper at this hearing. It appears that as a result of the meeting the Notice to End Tenancy was issued and served.

Ms. M.R. also testified that “Donna,” the person on a neighbouring property claimed to have been disturbed by the applicant tenants’ conduct and to have heard the rumours about “paying off the health unit.”

Mr. D. D. testified. He has owed the park, through a corporation, since 1981 and attends at the area a few times a year. He says his insurance man has told him about rumours spread by the applicant tenants about the park reputation and numerous problems it has, that it is run "like a third world country." He feels that some tenants in the park have been prompted by the applicant tenants to make groundless complaints.

Another friend of his, "Joe" told him his name was not good in town and that it was reported his park had a water and chlorine problem.

Ms. E.T. testified. It was she who had circulated the petition. She has lived at the park for six years. She said she circulated the petition because she felt the park managers were "falling apart" because of the applicant tenants, who she described as "obnoxious" and not friendly. Once, the applicant tenant Mr. D.W. shined a flashlight in her car window as she drove by. She felt like they had her "under surveillance." She once had a shouting match with Mr. D.W. Their dog chased her cat and Mr. D.W. did not make an effort to stop it. She says that Ms. M.W. was always going over to Ms. E.T.'s aunt's manufactured home and complaining about the water; trying to get her aunt to phone the water inspector. She says that the problem with the applicant tenants is beyond a "personality conflict". They are "antagonistic" and make no effort to get along with people. She has heard other tenants complain of being harassed by the applicant tenants. She says anyone walking a dog by the site in question feels uncomfortable. She feels that property values in park have sunk because of rumours of water problems that do not exist. She feels previous managers at the park left because of these tenants. She complained "it's hard to get a wave" from Mr. D.W.

Mr. B.T., a water technician testified that he has been looking after the park water system since spring 2011. He says there is no chlorine problem. He keeps the chlorine level at about 0.08 ppm (parts per million), though "normal" is about 0.2 ppm and the city has its at 0.34 ppm. He says he has responded to complaints from the applicant tenants. They have complained about chlorine in the water. He says the park notifies him of any complaints and that no one else has complained to him about the park water, only the applicant tenants. He tests for coliform bacteria once a month and sends his results in to the government. He estimates that 85% of the park tenants know who he is and what he does.

Ms. A.McC. was called by the landlord to testify. She's been a tenant since 2010. She is Ms. E.T.'s aunt and a friend of the applicant tenant Ms. M.W. She agrees that in or around April 2013 Ms. M.W. complained regularly about chlorine in the water and was adamant that more people should contact the water inspector Mr. Dan G. (of the Vancouver Health Authority ("VHA")) because then more would get done sooner and

better to improve the water. She agreed that the water had a “very strong” chlorine odour to it but she felt the park was working on the problem. She didn’t sign the petition circulated by her niece. The applicant tenant Ms. M.W. is her friend and she has never witnessed a negative interaction with her.

The landlord called Mr. T.N. to give evidence. He’s lived in the park with his twenty four year old daughter since July 2013. He’s had no negative verbal interactions with the applicant tenants but he complains that they don’t “wave back” and once he said hello to them at a restaurant but they didn’t say hello back to him. He says his daughter is afraid of them because Ms. M.W. once screamed at her dog. He signed the petition because it was his understanding that unless the applicant tenants were evicted the owner would sell the park and everyone would have to move out. He’s thinking about moving because he doesn’t like the way the applicant tenants look at him.

The landlord called Ms. N.R. to give evidence. She testified that she and her husband moved from the park two or three years ago for work reasons. They had lived one door down from the applicant tenants. She recalls a confrontation with Ms. M.W. about her grandkids visiting the park. She can’t remember what was said.

Mr. C.M., the man who had been assisting the applicant tenants, gave evidence in their defence. He has lived in the park about twenty five years. Longer than anyone else, he thinks. He refers to a park receipt rent of \$263.00 dated February 28, 2013 and says it is the tenants’ receipt and shows the rent was on time. He points out that the park manager Ms. M.R.’s testimony was that the April rent was paid on April 13<sup>th</sup> but the landlord’s deposit slip indicates the rent was deposited on April 3<sup>rd</sup>. He points to a statement made and signed by Ms. McC. saying she’d turned the tenants’ money order for May rent in before the rent due date.

Mr. C.M. testified that there have been “many” problems with the water in the park and so nowadays some tenants are just being “vigilant.” He says he has contacted ,Mr. Dan G. at VHA in the past about the water.

Mr. K.H. gave evidence for the applicant tenants. He’s lived in the park twenty years and considers himself a very good friend of theirs. He does not know of any negative altercation involving the applicant tenants and has never witnessed one. He says that Ms. E.T., the tenant who circulated the petition told him that at first she had refused to take it around the park but she’d received a call from the owner/manager that the park would be sold if these tenants did not go. He feels that others also signed the petition out of fear of losing their homes. He walks his dog around the park but hasn’t heard any complaints about the applicant tenants, “nor any compliments for that matter” he

added. He says that back in 2006 or 2007 the park water was bad and the applicant tenants were part of a group that sent a letter to the landlord. He says that in the past two years he's had brown water come out his tap "a few times" and has smelled chlorine "several times." He hasn't made any inquiries about it as he's been told by the office that the water is chlorinated properly and is safe to use. He is, or was prior to this application, unaware of who the water tech, Mr. B.T. was. When the question was put to him he agreed that the applicant tenant Ms. M.W. could be "aggressive."

Mr. J.S. gave evidence for the applicant tenants. He lived down the lane and across the road from the applicant tenants for about three years. He moved out about eighteen months ago. He noted that he considered the tenants' dog, a black lab, to be well cared for. He never saw it loose. He was aware of an issue about a neighbour's grandkids staying there but it did not appear to be big issue as far as he recalls. He remembers that his water was always good; never brown or overly chlorinated. His neighbour "Richard's" however was "horrible." The water would have silt in it from time to time and be "heavy with chlorine." He could smell it at the tap. Mr. J.S. is a barber in town. He talks to a lot of people in a work day and says that in all the gossip he's heard around town he's never heard mention of the applicant tenants, though he's heard gossip about others in the park. He made it clear that he left the park as a result of a disagreement with the present managers about a rent increase and had a dispute with them about putting gravel on his driveway. He says that he used to install and monitor swimming pools and so knows about chlorine in water. He says that during his time at the park the levels of chlorine he witnessed were not "dangerous" but that the levels were reason to complain.

Ms. C.Y. gave evidence for the tenants. She's been in the park for thirteen years. She signed the petition Ms. E.T. circulated but later asked that her name be removed. She considers the applicant tenants "close friends." She is disabled from working and so is around the park all day. She says she knows most all the tenants. She's never heard the applicant tenants speak badly of the park. She drives Ms. M.W. to church and town and has never heard her speak badly of the park or management. She signed the complaint letter regarding poor water back in 2006 and now uses a counter top water system. Over the last two years the water filling her toilet bowl has been brown "occasionally." She has spoken to the applicant tenant Ms. M.W. about it and thinks Ms. M.W. was in touch with Mr. Dan G., who was working on the problem. Her only real concern is when her water smells like chlorine. She has smelled chlorine within the past year in her shower, both mild and "stronger." She was not burned by it but was concerned enough to contact Ms. M.W. to relay her concern to Mr. Dan G. In January 2013 she emailed Mr. Dan G. about the chlorine she was noticing in her water. He responded noting that the level of "free chlorine" is acceptable in the water but when

that chlorine combines with other minerals in the water it is resulting in “combined chlorine” levels surprisingly high. He informed her he was looking into it, that there was no health issue as far as he knew but that she might want to use bottled water. She never heard back again. Prior to this dispute she was unaware of Mr. B.T. or that he was a water technician for the park.

Ms. C.Y. testified that she signed the petition against the applicant tenants because Ms. E.T told her that if she didn't sign it then Mr. D.D. would sell the park and she'd lose her home. She says she did not read the petition. She said the Ms. E.T. told her she was circulating the petition because the manager Ms. M.R. was too busy and had asked her to do it.. Ms. C.Y. says that a few days later she called the manager Ms. M.R. and asked to have her name removed because “it was wrong.” She knew there were rumours going around that the applicant tenants had been speaking ill of the park. She says it was she who asked for the town hall meeting. She confirmed that another tenant in the park, a Ms. R. had told her the chlorine in the water had burned her. She testified that the manager Ms. M.R. had told her the park wanted to put a brand new unit in the applicant tenants' site. Under questioning she stated that the applicant tenant Ms. M.W. had never complained to her about the water but she knew that Ms. M.W. was concerned and had complained to the park about it. She has never heard Ms. M.W. complain about the managers or claim there was any kind of “payoff” to hide the water problems.

The applicant tenant Ms. M.W. testified that she was never late with rent. All her money orders for the time in question were obtained in advance as their dates prove. She says she deposited her own January and February money orders for rent in the rent box at the office and they were on time. After that she gave the money orders to friends prior to rent days to deposit with their rent. She was never notified that any of her rent was late. She refers to a cash register receipt from the park, showing pad rent of \$263.00 to have been paid on “02-28-13” and says it is a receipt for her March rent. She points out the landlord has never threatened her with the 10% late rent charge provided for in the tenancy agreement. She had not heard about the late rent allegation until the landlord's lawyer wrote her in September to negotiate with her to move. She says she arranged for others to deliver the rent after February 2013 because she knew the manager Ms. M.R. was upset about her dealing directly with Mr. Dan.G. at VHA about the water issues in the park.

She testifies that she has never been warned by the landlord about her conduct and never given a notice about any “material breach” of her tenancy agreement. She denies that she has created any “unreasonable disturbance” nor has she put anyone's property

at risk. She says she rarely contacts the manager office and her husband never does. She claims to be a private person.

The applicant tenant Ms. M.W. says that the park water was a very big issue in the past. The tenants had a committee to encourage the landlord to improve the water and he did, carrying out a major renovation of the water system. In the fall of 2012 water problems resurfaced with brown sediment appearing in her water. Over that fall her water filters were clogging regularly. The park was reimbursing her for the filters. She was in touch with Mr. Dan G. at VHA who indicated to her he was aware of the problem..

In late October 2013 the tenant decided to have her own testing done. She bought a standard test kit, took a sample from an outside tap and sent it to a private lab called "Aaron Service." The lab sent the tenant an email on November 1, 2012 informing her that the water test showed fecal coliforms and that "your color is over 150" requesting another sample and directing her in capital letters "PLEASE BOIL WATER."

There was some intimation at this hearing that the applicant tenant Ms. M.W. had told someone the chlorine had burned her skin. She testified that she had never said that to anyone but had told Mr. B.T., the water technician, that a Ms. R. had said the chlorine had burned her skin. The tenant produced an email dated January 6, 2013, from Ms. Y.R., a tenant in the park to Mr. Dan G. stating "I have complained about the water in this park and I am told I am the only one...(I was just outside and overheard 3 other tenants complaining about the same thing) today the smell of javex is so strong that I could not take a shower...the last time this happened my skin was burning and itchy..."

The applicant tenant Ms. M.W. denies that she has ever alleged that management and the VHA were "covering up" a water problem. She denies she's ever spoken to anyone outside of the park about any water problem. Essentially the tenant denied all the landlord's allegations about her defaming the park or spreading rumours other than an admission she made about use the phrase "third world country" in a letter. The letter was not presented at hearing.

There was some evidence back and forth about whether or not the applicant tenants or their helper Mr. C.M. contacted any of the people who signed the petition. Frankly, I did not consider the evidence to be particularly germane to the issue at hand.

In response to questioning, the applicant tenant Ms. M.W. admitted she had called a former park manager a "ditch pig."



In rebuttal the landlord called Mr. A. M., a tenant of twelve years in the park. Mr. A.M. freely admitted that he'd signed the petition because he understood that he'd lose his home if he did not sign. He feels the applicant tenants are gossiping and bullying. He was particularly offended by Ms. M.W. called him at his work to discuss the goings on at the park. He still supports the petition. On being questioned by Mr. C.M. Mr. A.M. agreed that he had no complaint with the applicant tenants but for that call to his work.

The landlord also called Ms. E.K., a tenant of five or six years. She said she signed the petition because, firstly, the manager Ms. M.R. was in tears about "the whole thing going on with..." Ms. M.W. and secondly, after seeing a statement from a realtor indicating Ms. M.W. had been speaking badly of the park. She felt that if the applicant tenants were unhappy they should move. On being questioned she agreed the applicant tenants had not significantly interfered with her or unreasonably disturbed her. She was unaware of any illegal activity conducted by the tenants. In a response to my question about the wording in the petition she had signed, she said she would not have used that wording. She is under the impression that the applicant tenants or at least, Ms. M.W. is speaking badly of the park in town and thus devaluing it. She appears to have no direct knowledge of anything Ms. M.W. might have said in town, but for the realtor's letter.

Ms. L. S. was called in rebuttal. She's been at the park for two years. She attended the town hall meeting but hadn't signed the petition. Her remarks were confined to the goings on at the town hall meeting. On being questioned by Mr. C.M. she stated that Ms. E.T. told her the petition was to remove the applicant tenants because of past difficulties with unnamed tenants. She said Ms. E.T. spoke of loss of homes and sale of the park. She says "a bunch" of tenants were talking about loss of their homes.

The manager Ms. M.R. gave evidence again about the conduct of the town hall meeting. She also testified that she felt the applicant tenants had undermined her by taking their concerns about the water directly to the VHA instead of the park managers. She says the applicant tenants get murky water because they didn't clean their tank and that it needs a "check valve."

### Analysis

The eviction of a tenant is a very serious matter. Like the *Residential Tenancy Act*, the *Manufactured Home Park Tenancy Act* was enacted to deal with the emerging reality that more and more British Columbian were renting, not owning, their homes and would

be renting their homes for most if not all of their lives. The *Act* was designed to give a manufactured home owner some “security of tenure” in their rental accommodation.

Once a Notice to End Tenancy has been issued and once a tenant challenges it, the burden of proof falls to the landlord to show, on a balance of probabilities that there is just cause to evict the tenant under one of the grounds listed in s.40 of the *Act*. Section 68 of the *Act* permits an arbitrator a wide discretion over the quality of the evidence admitted at a dispute resolution hearing. However, when a tenancy is at risk, a landlord wishing to uphold a Notice to End Tenancy must present clear and direct evidence of cause. On contention issues evidence from a witness not subject to questioning will be given minimal weight and second hand or “hearsay” evidence will be given less.

### **Repeated Late Payment of Rent**

The landlord has not establish on a balance of probabilities that the tenants were late paying rent for the months of January, February, March, April or May 2013. The recollection of the manager about the rental payments of one set of tenants many months ago is simply too unreliable to base an eviction upon. She did not issue receipts for the most part. Her note indicating late payment dates is not a business record kept by her in the ordinary course of her management duties and is not reliable. It's more likely simply a note of the dates rent was deposited at the landlord's bank and those dates may be well after the rent was paid. That slight evidence cannot stand in the face of the tenant's denial of having been late paying the rent or the evidence of the March rent receipt or the statement of Ms. McC. about delivering the May rent on time.

### **Significantly Interfered With or Unreasonably Disturbed Another Occupant or the Landlord**

In order to substantiate this allegation it is necessary for a landlord to present the other occupant to if the give evidence about the nature of the interference or disturbance so as to permit the arbitrator to determine whether there was interference or a disturbance and, if so, whether it was significant or unreasonably. The landlord has not done so here. But for a few very minor allusions to the tenant Ms. M.W.'s unfriendliness, there is no solid evidence upon which to base a positive finding on this ground for eviction. The tenant Ms. M.W. may have called a former manager a “ditch pig” but without the evidence of that former manager, one cannot determine the circumstances or context; one cannot determine whether the epithet caused a significant interference or unreasonably disturbed anyone.

The petition is not persuasive evidence. The signers appear to agree the tenants “have caused significant disruption,” “destroyed the reputation of our community,” acted “in an aggressive or abusive manner” as so on, but the petition itself does not give any facts that might permit me to agree. Secondly, it is apparent from the landlord’s own witnesses that the petition was presented under the pretense that if the applicant tenants were not evicted then the landlord would sell the park and all would be forced to move. Given that background, I find the document of no value in supporting the Notice to End Tenancy.

The manager Ms. M.R. testified that the neighbour “Donna” had been unreasonably disturbed by the applicant tenants but she was not called to give evidence. In any event, unreasonably disturbing a person on a neighbouring property is not a ground for eviction under the *Act*.

### **Seriously Jeopardized the Health or Safety or Lawful Right of Another Occupant or the Landlord**

In her submissions, counsel for the landlord was not specific about what evidence supported this allegation. I can only assume it is the evidence about the applicant tenants complaining about water quality, and, in that case, I must find that the evidence is insufficient to prove a violation of this section of the *Act*.

From all the evidence it is apparent that the applicant tenants were having problems with their water from 2012 and into the year 2013. The landlord’s own witnesses attest to chlorine odour and turbidity in park water. It was not unreasonable for the applicant tenants to express their opinion about what they viewed to be the state or quality of the water at their site. It was not unreasonable for the tenants to contact and involve the VHA. They were perfectly entitled to do so if they thought the water system was not being properly maintained or that the water was of questionable quality. Further, it was not unreasonable for the tenants to retain the services of an outside professional to test the water. Any tenant is entitled to do so. While I give no great weight to that professional’s findings, given that his outfit did not collect the sample for themselves, had the applicant tenants shared that professional’s email response with the other tenants in the park, they could not be faulted.

### **Tenant Has Engaged in Illegal Activity**

Counsel for the landlord argues that the illegal activity referred to is “defamation” and “rumour spreading.” I’m unaware that either is “illegal” activity in any sense.

In any event, the evidence presented is not persuasive that the applicant tenants have wrongly spoken ill of the park or of the managers or of the water in the park. I do not accept the evidence of the owner’s recollection of what he heard from an unidentified realtor recollecting about what he heard as a reason given by an unidentified prospective tenant for not moving to the park. Similarly, the recollection of the manager that a manufactured home supplier refused to locate two homes in the park because someone stared at him, is simply not cogent.

Neither the owner’s insurance man or his friend Joe testified to establish the basis for what was alleged they told the owner.

The landlord has not proved a basis for this ground for eviction.

### **Breach of a Material Term of the Tenancy Agreement**

It is not clear what “material term” is alleged to have been breached. It is not apparent to me that the applicant tenants have breached any term of their tenancy agreement that might be considered to be a fundamental or material term.

In any event it is clear that the landlord did provide the tenants with the statutorily mandated notice to correct the breach and so this ground for eviction must fail.

### **Knowingly Gave False Information to a Prospective Tenant or Purchaser**

This ground relates to the allegation that the tenants had been circulating the false claim that the water at the park was contaminated and claiming that the managers and owner were colluding with VHA to suppress the facts about the water system in the park.

The tenant Ms. M.W. denied these allegations. I find the landlord has not established grounds for eviction under this section of the *Act*. In addition to the comments made earlier concerning testing and water quality I would add that the landlord has not presented convincing proof that the applicant tenants circulated any false claims to anyone. Nor has the landlord shown that the tenants were telling anyone of collusion

between the park and the government over the state of the water. Ms. M.R.'s sources for that statement, Ms. A. McC and Mr. B.T. both testified but neither confirmed the allegation. "Donna" the neighbour and third source for this rumour was not called to testify.

### Conclusion

The tenants' application to cancel the one month Notice to End Tenancy dated October 28, 2013 is allowed. The Notice is hereby cancelled.

The tenants' claim for "other" relief is dismissed.

The tenants are entitled to recover their \$50.00 filing fee. I authorize them to reduce their next rent due by \$50.00 in full satisfaction of the fee.

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: January 21, 2014

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Residential Tenancy Branch

