



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOWN AND COUNTRY MOTEL AND TRAILER PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC RR

Introduction:

This hearing dealt with an application by the tenant pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause pursuant to section 40;
- b) Compensation or a rent rebate for the landlord's disturbance of his peaceful enjoyment contrary to section 22 and for the withdrawal of the facility of cable contrary to section 21.

SERVICE

The Notice to End Tenancy for cause is dated August 1, 2014 to be effective August 1, 2014. The effective date on the Notice is automatically corrected to September 30, 2014 pursuant to section 46 of the Act as a one month Notice to End Tenancy for cause must give a full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. I accept that the tenant was personally served with the Notice to End Tenancy and that he personally served the Application for Dispute Resolution hearing package on the landlord.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is cause to end the tenancy and that they are entitled to an Order of Possession? Or is the tenant entitled to any relief?

Is the tenant entitled to a monetary order or rent rebate for the loss of use of his cable facility?

Background and Evidence:

Both parties attended the hearing and were given an opportunity to be heard, to provide evidence and make submissions. The Notice to End Tenancy was a one month notice given for cause pursuant to section 40 of the Act. The landlord stated the causes were the unreasonable number of occupants in the tenant's unit, the significant interference of the peace and reasonable enjoyment of other tenants and the landlord by his or his

guests' behaviour and the illegal activity of him and/or his guests which adversely affects the peace and reasonable enjoyment of other tenants and the landlord. She described how there was a constant stream of vehicles late at night and in the daytime to his manufactured home site, how she spoke to him about it and he became very aggressive and verbally abusive to her whenever he sees her. She noted that the Fire Department and the City of Surrey have been involved as he has erected a shed and created a living space in it for one of his guests complete with electricity and heating which has not been installed with licensed tradespeople. She said that when he knows she will inspect, he clears it out and moves his guest back in as soon as she leaves. She said much of the disturbing activity may be the result of his son and grandson's occupancy and he signed a card for only one occupant in his home. She requests an Order of Possession.

The tenant confirmed that he rents only the site and owns the home. He said it was a 40 foot home and had lots of room for his son and grandson who are living with him. He said the park has lots of traffic but it is not to his site. His advocate asked the landlord if the Fire Department or City were concerned and issued letters where are they? The tenant said the Fire Department had visited but only asked him if he was going to put a smoke detector in his shed; the door of the shed was open at the time.

He provided no details, provided no documentation or specified a monetary claim for an interruption in his cable service. In evidence is a copy of the Notice to End Tenancy only.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

The onus is on the landlord to prove on a balance of probabilities that they have good cause to end the tenancy. I find the landlord has not satisfied the onus. Although there may be significant problems caused by the tenant, I find insufficient evidence to support the landlord's allegations that this tenant has an unreasonable number of occupants in his unit and is significantly disturbing the peaceful enjoyment of other tenants or the landlord. I set aside and cancel the Notice to End Tenancy dated August 1, 2014. I find the landlord not entitled to an Order of Possession. The tenancy is reinstated and continues.

Monetary Order or Rent Rebate:

The onus is on the tenant to prove on a balance of probabilities that the landlord through act or neglect caused a disruption in his cable service. I find insufficient

evidence to support the tenant's claim on his Application that the landlord was responsible for the interruption of his cable service. He provided no details or supporting documentary evidence and made no specific monetary amount on his claim on the Application. If he has such a claim, in consideration of fairness and the Principles of Natural Justice, the landlord is entitled to be notified of the details of the claim against her and have the opportunity to respond to it. I dismiss this portion of his Application and give him leave to reapply.

Conclusion:

The Notice to End Tenancy dated August 1, 2014 is set aside and cancelled. The tenancy is reinstated and continues. I dismiss the Application of the tenant for a rent rebate or monetary order for disruption of his cable service and give him leave to reapply. No filing fees were involved.

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 07, 2014

Residential Tenancy Branch

