Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VISTA VILLAGE TRAILER PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC MNDC RR FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on September 10, 2014, to cancel a 1 Month Notice to end tenancy that was issued August 27, 2014; to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to allow the Tenant reduced rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord for this application.

Residential Tenancy Rules of Procedure (hereinafter referred to as the Rules of Procedure), Rule 2.3 states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Upon review of the Tenant's application I determined that I will not deal with all the dispute issues the Tenant has placed on their application as not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenant's request to set aside or cancel the Landlord's Notice to End Tenancy issued for cause and I dismiss the balance of the Tenant's claim with leave to re-apply.

This hearing convened by teleconference on November 3, 2014 at 1:30 p.m. and was attended by the Landlord, the Onsite Manager (hereinafter referred to as the Manager), the Tenant and his Assistant. Each party provided affirmed testimony and confirmed receipt of evidence submitted by the other. At approximately 2:15 p.m. a power outage occurred while the Landlord was submitting her oral evidence. I was able to reconnect to the hearing and advise the parties that the hearing would be reconvened. The parties were advised that no further documentary evidence would be accepted. The hearing was scheduled to be reconvened by teleconference on November 21, 2014 at 9:00 a.m.

A fax was received by the Residential Tenancy Branch (RTB) which included a letter dated November 18, 2014, that stated that the Landlord would be represented by an advocate who would be attending the hearing to request a 60 day adjournment. The fax included a medical note dated November 17, 2014.

The November 21, 2014 session was attended by the Landlord, the Manager, the Tenant and his Assistant, and two new participants which included the Landlord's Legal Advocate and the Landlord's witness.

At the outset of the November 21, 2014 hearing the Legal Advocate stated she was representing the Landlord and that she had attended the hearing to request an adjournment for sixty days due to the Landlord's medical issues. The Advocate submitted that the Landlord had been suffering from mental health issues and was not well enough to proceed at this time.

The Advocate submitted that the Landlord first contacted their office on November 17, 2014, to seek assistance in this matter. The articling student stated she had not been informed whether the Landlord had retained legal representation past November 21, 2014.

The Landlord signed into the teleconference hearing shortly after her Advocate requested the adjournment. The Landlord confirmed that she had been dealing with some health issues due to a panic attack she had suffered during the November 3, 2014 hearing. The Landlord stated that she has had this type of medical issue before but it had been several years ago. She submitted that she did not seek legal representation regarding these matters until November 17, 2014, and confirmed she had now retained legal representation for the duration of this matter.

The Tenant disputed the request for adjournment and argued that these issues had gone on long enough. He submitted that he needed this hearing to proceed so he could get a resolution to these matters to reduce the stress and anxiety suffered by everyone in regards to this situation.

The Rules of Procedure # 6.4 stipulates that without restricting the authority of the arbitrator to consider other factors, the arbitrator must apply the following criteria when considering a party's request for an adjournment of the dispute resolution proceeding: a) the oral or written submissions of the parties; b) whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1 [objective]; c) whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether a party had sufficient notice of the dispute resolution proceeding; d) the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and e) the possible prejudice to each party.

When determining if the Landlord's adjournment request would be approved or declined I weighed the following evidence:

- The Tenant's application which was filed September 10, 2014 which was scheduled and commenced on November 3, 2014;
- The Landlord made no attempt to be represented by legal counsel until November 17, 2014, which is 17 days after the start of this hearing and was over 2 months after the Landlord was first notified of the hearing;

- The Landlord had experienced this type of medical condition in the past so if having this condition required the Landlord to be represented by legal counsel, the Landlord ought to have arranged for that legal representation prior to the start of the hearing;
- The Landlord does not reside in the same city as the manufactured home park and is not the only person who deals with the entire in person or day to day matters pertaining to the management of the tenants and the park. That work is also conducted by the Manager who was in attendance on November 3 and November 21, 2014 and was available to submit the Landlord's evidence along with the firsthand knowledge he possessed, regarding the events that led to the issuance of the 1 Month Notice. Therefore, in the event the Landlord was not well enough to present her evidence, she would still have a fair opportunity to be heard if the hearing proceeded as scheduled and she allowed the Manager to present her evidence.

Based on the foregoing, I found that the Tenant would be prejudiced if a 60 day adjournment was granted. Accordingly, I denied the request for adjournment. In response to my decision to proceed, the Landlord stated that she would present her own evidence. I note that the Landlord spoke intelligently throughout the November 20th hearing, providing clear concise oral testimony for a total of 62 minutes (9:07 a.m. to 10:03 a.m. and 10:06 a.m. to 10:12 a.m.) and clear concise closing arguments for 15 minutes (11:24 a.m. to 11:39 a.m.).

The Rules of Procedure # 11.11 provides that except as provided by the Act, the arbitrator may exclude witnesses from the in-person or conference call dispute resolution proceeding until called to give evidence and, as the arbitrator considers it appropriate to do so, may exclude any other person from the dispute resolution proceedings.

At approximately 10:00 a.m. the hearing was interrupted by an Operator to advise that the Landlord's witness had been attempting to sign into the hearing. The Witness was added to the hearing and left his telephone number in the event that I needed to call him to provide oral testimony. The Landlord submitted that her witness was going to present the exact same evidence that he had included in his written statement of August 10, 2014, that was at page 111 of the Landlord's evidence. Based on the foregoing, and in accordance with the Rules of Procedure # 11.11, I did not call the Landlord's witness to provide oral evidence. I did however consider the witness's written submission.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. 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

Should the 1 Month Notice to end tenancy issued August 27, 2014, be set aside or upheld?

Background and Evidence

During the hearing both parties referenced decisions that had been issued regarding three previous dispute resolution hearings. The file numbers, hearing dates, and decision dates relating to the previous hearings are listed on the front page of this decision.

The October 8, 2013 hearing dealt with cross applications filed by both the Landlord and the Tenant relating to the 1 Month Notice to end tenancy issued August 1, 2013. The issues were settled, the 1 Month Notice was cancelled, and the tenancy continued in full force and effect.

The January 24, 2014 hearing dealt with the Tenant's application to cancel the 1 Month Notice to end tenancy issued November 22, 2013. The matters were heard and on January 28, 2014 the Arbitrator put forth a decision which cancelled the 1 Month Notice and the tenancy continued in full force and effect.

The March 6, 2014 hearing dealt with the Landlord's application for an Order of Possession based on the 1 Month Notice issued January 28, 2014, which had been cancelled in the January 28, 2014 decision. The decision of March 6, 2014 dismissed the Landlord's application as the matter had previously been dealt with in the January 28, 2014 decision.

The matters before me pertain to a third 1 Month Notice to end tenancy that was issued August 27, 2014, pursuant to section 40 of the Act for the following reasons:

1. Tenant or a person permitted on the property by the tenant has:
    - Significantly interfered with or unreasonably disturbed another occupant or the landlord
2. Tenant has not done required repairs of damage to the unit/site
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
4. Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order

The Landlord testified that the Tenant has been interfering with their operation of the manufactured home park by creating a "secret association"; by spreading rumors about the Manager, and by going to the press claiming the Landlord had illegally evicted other tenants or blocked the sale of other tenant's homes.

The Landlord argued that neither she nor her Manager have been invited to join the Tenant's association; therefore, the Tenant has breached part 3 of the Regulations. She submitted that despite their efforts to have the Tenant refrain from operating this "secret association" he continues to schedule meetings and request that other tenants provide him information about issues they may be having. The Landlord stated that she has since been receiving complaints from other tenants that they do not want to receive

letters regarding the secret association and they do not want the Tenant taking pictures of other tenant's homes.

The Landlord submitted that the Tenant has recently resorted to calling the police when the Manager posted a notice to his door. The Tenant accused the Manager of stealing his possessions. The Landlord alleged that the Tenant has been spreading rumors that the Manager is known to police which has caused the Manager significant stress. The Landlord argued that the situation has caused the Landlord to serve the Tenant documents by registered mail which interferes with her right to serve documents by posting them to the door, as provided for under the Act.

The Landlord pointed to the January 28, 2014 decision where the Arbitrator issued the following orders:

> *Therefore, I Order, pursuant to section 55(3) of the Act:*
> - *that the landlord serve the tenant with a copy of this decision;*
> - *that the tenant allow the landlord to enter onto the manufactured home site once proper notice of entry is given; and*
> - *that any notice of entry given by the landlord be issued in accordance with section 23 of the Act.*
>
> *If the tenant fails to meet the requirements of the Act, such as maintaining reasonable health, cleanliness and sanitary conditions of the site; the landlord may issue the tenant a warning and, failing compliance, another Notice ending tenancy may be issued. As it is the winter season I further Order the tenant, pursuant to section 55(3) of the Act, to:*
> - *as soon as possible, but no later than April 30, 2014, to completely clear his site of any and all debris, construction materials and any other refuse so that the site appears neat, clean and in sanitary condition; and*
> - *that the tenant comply with the Park Rules which align with the Act.*

The Landlord submitted documentary evidence of subsequent warning letters that had been issued to the Tenant on May 21, 2014; May 27, 2014; June 12, 2014; and July 30, 2014. The warning letters indicated that the Tenant had not followed park rules relating to: parking of multiple and or commercial vehicles at the site and on the road; a demand to stop telling residents that the Manager was known to police; a request for insurance carrier; cutting of grass; required repairs to skirting; and removal of refuse from the site. She argued that the Tenant has still not completed the required repairs to his porch stairs as they are dangerous to walk on, and he has not repaired the trailer skirting. The Landlord submitted that there was an issue with the Tenant's porch door not closing properly and therefore that creates an invitation to vandalism.

The Landlord argued that their photographs and warning letters were sufficient to prove that the Tenant had not followed the orders set out in the January 28, 2014 decision. She submitted that the photos were taken by the Manager and could not explain why some were dated and others were not.

The Manager testified that he agrees with the submissions of the Landlord. He stated that since the January 2014 hearing and the formation of the secret tenant association the Tenant has caused other tenants to feel like they cannot approach the Manager to work out their issues. The Manager argued that he has been told that the Tenant has been telling others that he stole something from the Tenant's porch. He denied stealing anything and stated that he was in the porch simply to post a notice to the door of the manufactured home. The Manager said that since then several tenants feel they can only communicate with the Landlord and Manager in writing. The Manager stated that the secret tenant association was formed sometime around June 9, 2014 and despite him being an occupant of the park he was not invited to join.

The Tenant testified that he did not start the tenant association. He confirmed that there have been some housing advocates involved in the formation of the association and that he has offered to be a lead tenant and to gather and distribute information to other tenants. The Tenant argued that the tenant association is not a legal group in relation to the manufactured home park; rather, it is a group of tenants who get together to discuss their concerns and who may seek advice from an advocate.

The Tenant denied contacting the media, he denied spreading rumors about the Landlord or Manager, and he has never said he does not have to follow the park rules. He confirmed that he had called the police after a neighbour had called him to tell him the Manager had been in the Tenant's enclosed porch for a half hour, at a time the Tenant was not home, and he was told it appeared that the Manager had removed something from the porch.

The Tenant submitted that the January 28, 2014, decision confirms that the Landlord does not have the right to access his home. He argued that his porch is part of his home as it is fully enclosed and attached to the side of his manufactured home. The Tenant stated that his porch has a man door and screen door and both can be closed completely. He submitted that neither door is broken. He notated that the porch exterior screen door has a lock but he rarely locks it. He confirmed that he often leaves the interior and /or porch doors open as he feels safe because there has never been a problem with vandalism in the park.

The Tenant disputed all of the Landlord's claims and argued that all repairs have been completed, except for painting the plywood he used to seal the 2 small holes in the skirting. He stated that he has continued to cut his grass every 7 to 10 days since the Landlord completed the repairs to his lawn. He argued that there is nothing wrong with his porch stairs since he fixed the bottom step approximately two months prior to this hearing.

The Tenant pointed to the photographs that were provided in the Landlord's evidence and argued that many of the photos submitted by the Landlord were taken prior to the January 2014 hearing. He stated that he determined the date of the photos by identifying items in the photos that related to: the presence of the large construction bin, windows that had been removed and replaced, whether the home exterior had been painted yet, and by the condition of the lawn and driveway. He argued that the most

recent warning letter regarding him cutting the grass was issued prior to the Landlord completing the required repairs. He noted that the photo submitted to show the long grass was taken before the Landlord completed the lawn repairs, which prevented him from cutting the grass. He argued that since the repairs were completed he has kept the grass cut neatly.

The Tenant did not dispute that he has been parking his commercial tow truck in his driveway and argued that he has been doing so since he occupied the home in 2007. He submitted that when he first acquired the home in 2007 he occupied it until the fall of 2012, during which he parked a van and his tow truck in the driveway. He said he vacated the property for one winter and moved back into the home in approximately March 2013 which is when he began the renovations. He stated that the van has not been parked in his driveway for about three years now. He submitted that his tow truck is about the same size as a regular 1 tonne pickup.

The Tenant pointed to his photographic evidence which included pictures of commercial vehicles being parked at other sites in the park. He argued that there are at least five other commercial vehicles that are parked at sites through the park which include commercial vans and taxis. He submitted that it had never been an issue for him to park his tow truck in his driveway until the Landlord attempted to evict him.

The Tenant argued that he has been following all of the rules, except for the parking of his tow truck, which he stated was his only vehicle that was parked at his site. He noted that when he did not receive a response to his June 10, 2014 letter (page 23 of the Tenant's evidence) he assumed the parking of his tow truck was a non-issue.

The Tenant submitted documentary evidence which included 3 copies of the park rules. Where he wrote dates at the bottom of each set of rules as follows: January 14, 2014; February 11, 2 014; and July 4, 2014.

It was undisputed that the Landlord had changed the park rules on more than one occasion since attending the January 2014 hearing. The Landlord submitted that the Tenant was provided a copy of the new rules, each time they were changed. The Landlord stated that changes made to the rules in 2014 were completed in accordance with the Regulations and were not applicable to the reasons for which the August 27, 2014 Notice to end tenancy was issued. The Landlord could not confirm or deny if all of the new rules had an issue date recorded on them.

The Tenant submitted that in September 2014, just prior to his filing his application to dispute the August 27, 2014 1 Month Notice, the Manager spray painted a boundary line, which he was later informed was his lot line. The Tenant argued that the Landlord is now attempting to reduce the size of his lot in their continued attempts to evict him.

When asked why he thought the Landlord was continuously trying to evict him, the Tenant responded that, although his response was mere speculation, he felt that the recent industrial boom in their small town and the fact that the park requires upgrades to the sewer and water system that could be conducted at a lesser expense if his area of

the park was vacant, might be contributing factors to Landlord's attempts at evicting him.

The Landlord confirmed that a line was painted to indicate the Tenant's site or lot line. She argued that the line was drawn in response to the Tenant's allegations that his lot was larger than it was. She stated that the Tenant had previously requested extra space but that request had been denied.

In closing, the Landlord reviewed her photographic evidence and after a brief discussion confirmed that the photos had been taken on different dates. Neither the Landlord nor the Manager could not testify the exact dates their photographs had been taken. The Landlord's legal advocated submitted that the Tenant had willingly admitted that he was not following the park rules by parking his tow truck in his driveway, therefore the 1 Month Notice should be upheld.

Analysis

After careful consideration of the foregoing, all documentary evidence that had been submitted prior to November 3, 2014, and on a balance of probabilities I find as follows:

Upon review of the 1 Month Notice to End Tenancy issued August 27, 2014, I find the Notice to be completed in accordance with the requirements of section 45 of the Act and I find that it was served upon the Tenant in a manner that complies with section 82 of the Act.

When considering a 1 Month Notice to End Tenancy for Cause the Landlord has the burden to provide sufficient evidence to establish the reasons for issuing the Notice to End Tenancy.

The Landlord relied upon the Tenant's involvement in: the creation and operation of a tenant association; allegations that the Tenant was spreading rumours around town and in the media about the Landlord and Manager; as evidence for issuing the 1 Month Notice for the reason that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Section 31 of the Act provides that In accordance with the regulations, the landlord and tenants of a manufactured home park may establish and select the members of a park committee.

Section 32 of the Act stipulates that in accordance with the regulations, a park committee, or, if there is no park committee, the landlord may establish, change or repeal rules for governing the operation of the manufactured home park.

As noted above a park committee formed under the Act and Regulations is a joint landlord/tenant committee formed to establish and enforce park rules and may also be involved in settling disputes.

Neither the Act nor the Regulation defines a tenant or landlord association because such associations are not governed by the Act or the Regulation. Furthermore, the Act does not prohibit the formation of a landlord or tenant association. That being said, given my experience and knowledge of tenant and landlord associations, both of which are in existence throughout the province, I find a reasonable definition of such an association to be as follows:

> *A landlord or tenant association is an organization of either landlords or tenants who have formed a formal structure in order to come together to discuss and or manage a common purpose or issue(s).*

After consideration of both definitions, listed above, I see a park committee to be different than a tenant or landlord association for the following reasons: a park committee is a joint committee formed to assist in the management of a manufactured home park and is governed by the Act; while a landlord or tenant association is an independent group formed as a private group to discuss and manage issues that are unique to the group.

Based on the above interpretations and definitions, I do not find the Tenant's involvement in the formation and or operation of a tenant association to be in breach of Act or the Regulations, and are therefore not grounds for eviction.

In reaching this conclusion I have placed no weight on the Landlord's witness's statement. While the witness may choose not to be involved in the tenant association it is not a breach of the Act to distribute or receive a notice of a scheduled meeting. Certainly if the witness no longer wishes to receive such notices they could simply inform the parties distributing them that they no longer wish to receive them. Furthermore, if they received another notice they could simply recycle the notices as they would any other mail they were not interested in receiving.

The Landlord has argued that their ability to manage the park has been significantly interfered with by the Tenant spreading rumors, going to the media, and calling the police. The Tenant disputed all allegations of spreading rumors or going to the media; however, he did acknowledge that he called the police when he suspected the Manager had been involved in a theft. That being said, I do not find there to be sufficient evidence to prove the Tenant breached the Act through any alleged involvement in such activities or through his actions as a member of the tenant association.

The Act does not govern tenant's actions with respect to going to the media or talking about someone; therefore, if this continues to pose a problem, then the Landlord should seek guidance through an agency that has jurisdiction.

Upon review of the January 2014 decision I find the Landlord has previously been informed that the Act does not provide a landlord access into a tenant's manufactured home. That being said, I accept the Tenant's submission that his porch forms part of his home as it is fully enclosed and is attached to his home; therefore, if the Landlord or

Manager need to serve him with documents and choose to do so by posting them to his door, they must be posted to the exterior porch door. In this case that would be the screen door based on the description provided by the Tenant during this hearing. I do not accept the Landlord's submission that they were restricted to service by registered mail; rather, I find that decision was a personal choice that had been made by the Landlord. The Landlord has full rights to choose a service method provided for in the Act.

Based on the above, I find the 1 Month Notice must fail on the grounds that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

With respect to the issues pertaining to the requirement and/or completion of required repairs, I favor the evidence of the Tenant which supported that all required repairs had been completed and his lawn had been cut regularly every 7 to 10 days since the Landlord completed their required repairs to his lawn. I note that although the Tenant admitted that he did not yet have a chance to paint the plywood he had installed to repair the holes in the skirting, I find that issue to be a minor cosmetic touch up that does not constitute failure to repair for health or safety reasons.

I favored the Tenant's evidence pertaining to repairs, over the Landlord's evidence for a few reasons. First, the Landlord relied heavily on photographic evidence, some of which was clearly created prior to the deadlines set by the previous Arbitrator for completion of such repairs, as identified by the Tenant in his arguments. Second, neither the Landlord nor the Manager could verify the actual dates some of their photos were taken. Also, the evidence supports that the June 2014 warning letter that spoke to the Tenant not cutting the grass was issued prior to the Landlord conducting the required repairs to the Tenant's lawn.

In regards to the Landlord's submission that the Tenant's porch requires repairs, I find there to be insufficient evidence to support such an argument. While the stairs may not be as cosmetically appealing to look at that does not constitute a requirement for repair. Furthermore, when I considered the delay incurred by both parties in receiving the January 2014 decision, as noted in the March 2014 decision, I find the Tenant acted in a reasonable timeframe when completing the required repairs, and therefore is not in breach of the orders issued in the January 2014 decision.

The last two reasons listed on the 1 Month Notice were: the Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so and Non-compliance with an order under the legislation within 30 days. The Landlord submitted that the Tenant breached a material term of the tenancy by failing to comply with the park rules and by failing to comply with the park rules the Tenant has not followed the orders issued in the January 2014 decision.

Case law provides that a material term is a term written into the tenancy agreement that both parties agree is so important that the most trivial breach of that term gives the other party the right to end the agreement.

In *Worth and Murray v. Tennenbaum*, an unreported decision of the B.C. Supreme Court, August 18, 1980, Vancouver Registry A801884, His Honour Judge Spencer found at page 5 of his decision:

> *As a matter of law the various terms of the tenancy agreement may or may not be material to it in the sense that they justify repudiation in case of a breach.* ***It is wrong to say that simply because the covenant was there it must have been material*** [emphasis added]

Madam Justice Lynn Smith also considered the issue of materiality in *Al Stober Construction Ltd. v. Charles Henry Long*, Kelowna Registry, 52219, 20010525. She notes in paragraph 35 of her reasons:

> If the term was “fundamental” to the agreement, the landlord would have rigorously enforced it.

Park Rules are established to assist in the management of a manufactured home park and do not form a material term of the tenancy agreement. The Landlord did not provide a copy of the tenancy agreement into evidence; therefore, I find there to be insufficient evidence to prove the Tenant breached a material term of the tenancy agreement.

In this case the Tenant had been issued an order in the January 2014 decision to comply with the Park Rules. In consideration of that order I must consider the totality of events that have occurred since the onset of this tenancy. I note that from August 2007 up to the issuance of the first 1 Month Notice on August 1, 2013 there had been little to no disputes between the parties. Upon review of the October 8, 2013 decision I note that the decision indicates that the Landlord issued the first 1 Month Notice for only one reason , and that was due to the Tenant failing to complete repairs to his manufactured home. There was no mention at that time that there was a problem with the Tenant parking his tow truck in the driveway.

Section 30(3)(a) of the Regulations stipulates that a rule established, or the effect of a change or repeal of a rule changed or repealed, pursuant to subsection (1) is enforceable against a tenant only if the rule applies to all tenants in a fair manner.

Estoppel is a legal principle that bars a party from denying or alleging a certain fact owing to that party's previous conduct, allegation, or denial. The rationale behind estoppel is to prevent injustice owing to inconsistency.

Therefore, as the Landlord did not rigorously enforce the Park Rule regarding parking of commercial vehicles in the Tenant’s driveway; in consideration of the evidence that the Landlord is not applying that rule fairly to all tenants; and when considering the Tenant has parked this same vehicle in his driveway for over 7 years, I find the Landlord is estopped from enforcing any Park Rule that would prevent the Tenant from parking his tow truck in his driveway.

Based on the above, I find the Landlord provided insufficient evidence to prove any of the four reasons listed on the 1 Month Notice issued August 27, 2014. Accordingly, I uphold the Tenant's application and the 1 Month Notice is hereby cancelled.

The evidence supports that this landlord - tenant relationship has become extremely contentious and both parties have become fully entrenched in their positions. In a period of 12 months the Landlord has issued the Tenant 3 eviction notices with one being settled and the following two being set aside by an Arbitrator. When considering the pattern of events that have occurred over the past eight months, along with the booming industry in this small town, I find the Landlord's actions of changing the park rules four times in seven months presumptuously suspicious that she may have an ulterior motive to her actions in relation to this tenancy. Therefore, I find it necessary to caution the Landlord that her actions, if they continue, may be viewed as disrupting the Tenant's quite enjoyment and may result in the Tenant being granted monetary compensation.

The Tenant has succeeded with their application; therefore, I award recovery of the **$50.00** filing fee.

Conclusion

I HEREBY CANCEL the 1 Month Notice to end tenancy issued August 27, 2014. The Notice has no force or effect and this tenancy shall continue until such time as it is ended in accordance with the Act.

The Tenant may deduct the one time award of **$50.00** from his next rent payment, as full satisfaction of recovery of the filing 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: November 27, 2014

Residential Tenancy Branch