



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1027110 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by an agent for the landlord; their legal counsel and both tenants.

At the outset of the hearing I noted that while the landlord had apparently intended to submit an Application for Dispute Resolution seeking an order of possession for cause and for breach of an agreement; to end the tenancy early and without notice; and other plus recovery of the filing fee, the landlord had crossed out all sections of the Application that he had originally checked, with the exception of the filing fee.

As such, I find that the landlord's Application was unclear as to what he was applying for with the exception of the filing fee. However, I do note that the landlord did specify in the "Details of the Dispute" section that he was seeking an order of possession and he listed the grounds for seeking to end the tenancy.

I accept that the landlord intended to obtain an order of possession based on a 1 Month Notice to End Tenancy for Cause.

Despite giving only these two reasons on the 1 Month Notice the landlord submitted in his Application for Dispute Resolution the landlord identified additional reasons why he wanted the tenancy to end. Specifically the landlord submits the tenant has breached park rules #7, #17, #19, and #25 (both parties provided copies of the park rules); the tenant has engaged in illegal activity that has affected the quiet enjoyment of another occupant and lawful right or interest of another occupant or the landlord.

While the landlord has indicated additional causes for ending the tenancy in his Application for Dispute Resolution, I have only considered evidence and testimony related to the causes outlined in the 1 Month Notice to End Tenancy for Cause, in reaching this decision.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 40, 48, 60, and 65 of the *Manufactured Home Park Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began as a month to month tenancy on November 25, 2000 for the monthly rent of \$560.00 due on the 1<sup>st</sup> of each month.

The landlord submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued on March 5, 2015 with an effective vacancy date of April 5, 2015 citing the tenant has assigned or sublet the rental unit/site without landlord's written consent and the tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.

The parties agree that while the tenants no longer live in the manufactured home no one else does either. The tenants confirmed that while they had originally had a contract finalized for purchase of their manufactured home that the deal was not actualized and the contract is no longer in play.

### Analysis

Based on the above, the landlord acknowledged that there is no longer a need to end the tenancy based on the grounds outlined in the 1 Month Notice to End Tenancy issued on March 5, 2015. The landlord withdrew the Notice to End Tenancy; the tenants agreed to this withdrawal.

While the issue of the park rules was not before me, I noted in the hearing that since both parties had submitted copies of the park rules as evidence I had reviewed them. I advised the landlord to review the rules themselves to determine if they were compliant with the *Act and* regulations.

I advised the landlord that some of the terms are more appropriate to be in a tenancy agreement and not in the rules at all while some were just contrary to the *Act* and/or regulation. I advised the landlord that I would identify, in this decision, the specific clauses he should review. These clauses are: 1, 2, 7, 9, 10, 12 (if relating to renovations to the manufactured home itself), 18, 20, 25, and 27.

I also note that on several clauses the landlord has identified that a breach of some specific rules are considered "GROUNDS FOR EVICTION" [reproduced as written]. However, if a landlord wishes to end a tenancy for cause they must do so in compliance with Section 40 of the *Act* which stipulates no provision for ending the tenancy as the result of breaking a park rule. A landlord may apply for an order to have a tenant

comply with a park rule and then if the tenant fails to comply with the order from an Arbitrator the landlord may end the tenancy under Section 40(1)(k).

Section 30 of the Manufactured Home Park Tenancy Regulations stipulates that a landlord (or park committee) may establish, change or repeal a rule if it is reasonable in the circumstances and if the rule has one of the following effects:

- It promotes the convenience or safety of the tenants;
- It protects and preserves the condition of the manufactured home park or the landlord's property;
- It regulates access to or fairly distributes a service or facility; or
- It regulates pets in common areas.

Section 30 also outlines that a rule is enforceable only if:

- It applies to all tenants in a fair manner;
- It is clear enough that a reasonable tenant can understand how to comply with the rule;
- Notice of the rule is given to the tenant in accordance with Section 29; and
- The rule does not change a material term of the tenancy agreement.

### Conclusion

Based on the above, I dismiss the landlord's Application for Dispute Resolution in its entirety.

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: May 20, 2015

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Residential Tenancy Branch

