



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and give submissions. No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the notice to end the tenancy was given in accordance with the *Manufactured Home Park Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began in about November, 2015 when the manufactured home was purchased by another party and rented it to the tenant. Rent in the amount of \$270.00 per month is payable on the 1st day of each month and there are no rental arrears.

The landlord further testified that on August 23, 2017 the landlord sent to the owner of the manufactured home a 10 Day Notice to End Tenancy, and personally served a copy on the tenant as well that day. No one has provided a copy, however the landlord testified that the tenant has refused to follow the park rules.

The landlord made arrangements with the owner of the manufactured home, who agrees that the tenant has trouble getting along with and being around people. The owner is a friend of the tenant's and the owner purchased the manufactured home for the tenant to

live in. The landlord and the owner of the manufactured home have had numerous conversations and have worked together to try to enforce the rules of the park, to no avail, and now the manufactured home is listed for sale.

Copies of emails exchanged between the landlord and the tenant have been provided as evidence for this hearing as well as numerous photographs, which the landlord testified were taken at various times between last winter and last summer. The manufactured home site is cluttered full of debris. A hole in the ground had been filled in by the landlord, although the tenant initially refused the landlord entry. When the hole was filled, contaminated car parts had been buried in it. Photographs of garbage on the property have also been provided and the landlord testified that the manufactured home park is on rural property with cougars, bears and other wildlife. It is a danger to the tenant and other tenants in the park, some of whom are long-term and elderly tenants.

The landlord contacted the Residential Tenancy Branch and a person there told the landlord that although the notice to end the tenancy went to the owner, the landlord was following the procedure correctly. The landlord does not seek to remove the manufactured home from the manufactured home park, but seeks to evict the tenant from the manufactured home.

The tenant testified that she is not a dangerous tenant, and no one has bothered to speak with the tenant. The photographs showing numerous blankets hanging outside were placed there to air out so the tenant could put them away for the summer.

The tenant denies being disrespectful of elders.

Analysis

The landlord of a manufactured home site is the landlord of the owner of the manufactured home, not of the tenant of the owner of the manufactured home. The owner of the manufactured home is the landlord of the tenant. The *Manufactured Home Park Tenancy Act* specifies that a landlord, in relation to a manufactured home site includes: “the owner of the manufactured home site, the owner's agent or another person who, on behalf of the landlord, permits occupation of the manufactured home site under a tenancy agreement”

A landlord may end a tenancy of a manufactured home site if certain circumstances exist, which are set out in Section 40 of the *Manufactured Home Park Tenancy Act*. If a landlord of a manufactured home site gives a notice to end a tenancy, it must be issued and given to the tenant who rents the site. I agree with the landlord's statement that a person at the Residential Tenancy Branch advised that it was the correct procedure; the landlord must serve the tenant of the landlord and the tenant who rents the manufactured home,

however, the purpose for ending the tenancy is to remove the manufactured home, which is not the intent of the landlord.

In this case, the landlord does not have a tenancy agreement with the tenant. The owner of the manufactured home has a tenancy agreement with the tenant under the *Residential Tenancy Act*. No one has provided me with a copy of any notice to end the tenancy however the landlord testified that it was issued to the owner of the manufactured home and served upon that person by regular mail and personally to the tenant. The landlord of the manufactured home site is not a landlord of the tenant and cannot issue a notice to end the tenancy to the tenant of the landlord's tenant.

Further, the landlord was unable to provide any information of what notice was given, and believed it was a 10 Day Notice. The Act permits a landlord to issue to the landlord's tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities if rent is not paid when required under the tenancy agreement. The landlord testified there are no rental arrears.

The tenant's application disputes a One Month Notice to End Tenancy for Cause.

In the circumstances, I find that the landlord has not established that any notice given was given in accordance with the *Manufactured Home Park Tenancy Act*, and I therefore cancel it.

Conclusion

For the reasons set out above, the notice to end the tenancy is hereby cancelled.

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 28, 2017

Residential Tenancy Branch