



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Manufactured Home Park Tenancy Act* (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on September 12, 2018.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be decided

Should the Notice issued on September 12, 2018, be cancelled?

Background and Evidence

The tenancy began on June 1, 2010. Site current rent in the amount of \$1,020.73 was payable on the first of each month.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental site on October 31, 2018.

The reason stated in the Notice was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord's advocate stated that the landlord wants to end the tenancy due to the recent behaviour of the tenant.

The advocate stated that on August 20, 2018, the tenant went to site #85 at 7:00am to confront the occupant. The advocate stated that the tenant was hostile and they through a rag or paper towel into the occupants home that was soaked in cat urine.

The advocate stated that since that date the tenant's behaviour has escalated as on September 5, 2018, the tenant went to site #87 and #85 and smeared cat feces on their door steps.

The advocate stated even after the Notice was issued that on September 17, 2018, the tenant attended the office, yelling at the landlord that they had to cancel the notice to end tenancy because they did not get a written warning. The advocate stated that the tenant made threats that they would personally savage the landlord emotionally.

The landlords witness CS, testified that on August 20, 2018, at 7:00am, the tenant attended to their property yelling and screaming at them that their cat has urinated on their outside furniture. CS stated that tenant threw a paper towel that contained cat urine in to their home.

The landlord's witness CS testified that on September 5, 2018, the occupant from unit #87 attended their site and told them that someone has smeared cat feces on their stairs to their home. CS stated it was at that time they discovered their stairs had also been smeared with cat feces.

The landlord's witness CS testified that the police were called, and when they attending the tenant deny they smeared the cat feces; however, they had just recently installed a video camera and the video showed the tenant placing the feces on their stairs.

The landlord's witness KS testified that these combined incidents have left their father feeling unsafe. KS that their father is in their senior years and should not have to be dealing with threats, or smeared feces by the tenant.

The landlord's witness CH testified that on an earlier date the tenant came to their site stating that their cat had been staring at them. CH stated that the tenant threatened them that if they see their cat again, they would never see the cat again.

The landlord's witness CH testified that they came home on September 5, 2018, to find that cat feces had been smeared in the carpet on their exterior stairs, which had they not noticed they would have likely slipped causing injuries.

The landlord's witness CH testified that they were upset and they went to their neighbor in site #85, only to discover they also had cat feces on the stairs.

The landlord DL testified that they had not received any written complaint from the tenant about cats, until August 20, 2018, after the tenant went yelling, screaming and throwing cat urine at the occupant in site #85. DL stated that they were dealing with the tenants complaints; however, the tenant took it upon themselves to yell, scream and smear cat feces on the other occupants' property.

The tenant testified that they have had an issue with cats for at least eight years. The tenant stated that they were tired of finding cat feces in their garden. The tenant stated that they "snapped" because the landlord was not making these occupants comply with the park rules.

The tenant testified that they were simply returning the animal feces as required by the park rule.

The tenant testified that they were at the office on September 17, 2018, because they had paid \$1.00, too much in rent and wanted to get a receipt. The tenant stated that the landlord's door was open and that they did not just barge in.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 5 of the Act. Section 37(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reasons stated in the Notice.

In this case, the tenant did not provide the landlord with any written complaints that they were having problems with the other occupants' cats, until August 20, 2018.

However, by that time the tenant had already attended and threatened the occupant CH at site #87, that they would never get their cat back if it was seen again. On August 20, 2018, attended the residence of CS at site #85, at 7:00 am yelling, screaming, and throwing a soaked paper towel covered in cat urine. I find the tenant's behaviour unreasonable, which caused an unreasonable disturbance to the occupant of site #85.

Further, even if I accept that on August 20, 2018, after the above incident, the tenant provided the landlord with written complaints of the said cats. The tenant did not give the landlord a reasonable amount of time to address their concerns and took matters into their own hands, which they had no right to do so.

I find the tenant's behaviour on September 5, 2018, was unreasonable when they attended site #85 and #87, and smeared cat feces on the occupants' stair leading to their residence.

This act is unreasonable and is an act of mischief, as the tenant had no right to attend these sites or smear feces on their property; I find the tenant's explanation of simply returning the feces to the rightful owner it in accordance with the park rules unreasonable and is an attempt to minimize their poor behaviour.

While I accept the tenant may have been frustrated and I accept the tenant evidence that they "snapped"; however, that does not give the tenant the right to yell, scream at the other occupants' or throw cat urine or smear cat feces on the other occupants' property. I find the tenant's action was an unreasonable disturbance and interfered with their lawful rights.

Further, even after the tenant was served with the Notice, the tenant's behaviour continued when they attend the landlord's office, demanding that they cancel the Notice and threatened the landlord that they would emotionally savage them.

I find the Notice issued on September 12, 2018, has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to the Notice. I find the tenancy legally ended on October 31, 2018, in accordance with the Act. The tenant is now overholding the rental site.

As the landlord has accepted occupancy rent for the month of November 2018, I find it the landlord is entitled to an order of possession **effective November 30, 2018, at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court. Since the tenant was not successful with their application, I find the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

The tenant's application to cancel the Notice, issued on September 12, 2018, is dismissed. The landlord is granted an order of possession.

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 07, 2018

Residential Tenancy Branch