



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking an Order of Possession of the manufactured home park site, and to recover the filing fee from the tenants for the cost of the application.

Both landlords and both tenants attended the hearing, and the landlords were assisted by their daughter. One of the landlords and one of the tenants gave affirmed testimony, and the parties were given the opportunity to question each other.

The parties agree that all evidence, with the exception of video evidence from the landlords has been exchanged. Any evidence that a party wishes to rely on must be provided to the other party. Since the tenants do not have the landlords' video evidence, I decline to consider it. All other evidence of the parties has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Have the landlords established that the One Month Notice to End Tenancy for Cause dated July 1, 2022 was given in accordance with the *Residential Tenancy Act*?

### Background and Evidence

**The landlord** (DF) testified that this tenancy began prior to the landlords purchasing the manufactured home park in May, 2000, and the tenants still reside in their manufactured home in the manufactured home park. Rent in the amount of \$330.00 is payable on the 1<sup>st</sup> day of each month, and there are no rental arrears. A tenancy agreement exists

however a copy has not been provided for this hearing. The landlords have provided a copy of Rules and Regulations.

The landlord further testified that on July 1, 2022 the landlord served the tenants with a One Month Notice to End Tenancy for Cause by leaving it in the door of the tenants' manufactured home. A copy of the Notice has been provided for this hearing and it is dated July 1, 2022 and contains an effective date of vacancy of August 1, 2022. The reasons for issuing it state:

- Tenant has not done required repairs of damage to the unit/site/property/park;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Details of the Event(s) has been completed on a separate paper:

- TNTs have been repeatedly told to:
  - Clean Up debris and garbage around mobile home;
  - Finish siding and skirting around mobile home;
  - Removal of the unlawful camper trailer – Does not have insurance either;
  - Required insurance on mobile home, as well as proof of insurance on mobile home.
- New issues include:
  - Removal of decaying shed;
  - Improper sewer connection from mobile home to park sewer line. Sewer line must be 4"

The landlords have also provided photographs for this hearing. The landlord testified that originally, the landlords gave the tenants 2 notices to fix the skirting, remove the holiday trailer, but instead of doing so, the tenants took it to Arbitration and because the landlords used an old form, the notice to end the tenancy was cancelled. In that time, the tenants have done nothing and called police twice saying that the landlord threatened to move the tenants' manufactured home.

The tenants need to clean up garbage around the yard, fix the skirting and finish the siding. The tenants have a 3 inch sewer hole for a 4 inch pipe and neighbours have to keep windows closed. There is no vapor barrier and it's not insulated properly. The landlords gave the tenants 30 days to do the repairs, but not in writing. Now, new sewer and water lines have been installed and the landlords don't want to have to worry about digging up frozen ground in the winter. That's when the landlord noticed that the sewer pipe was too small, and that's where the smell is coming from.

The tenants' manufactured home devalues the landlords' property investment.

**The tenant** (MB) testified that they have been living in the park since 1997 and the only problem was the main sewer line had collapsed, backing up under the tenants' manufactured home, which is why the landlord replaced it. The tenants never received any complaints about odor. The tenants built a box and insulated it around the main pipe to keep it safe in winter almost a year ago. The tenants did so when the landlord replaced the lines. Another tenant lived in a camper above the tenants' lot, and believes that's where the smell came from.

The tenants did not dispute the One Month Notice to End Tenancy for Cause; it was the tenant's misunderstanding. The landlord filed the application so the tenant didn't think it was necessary to file a dispute.

Repairs are mostly done, such as: skirting, most of the siding, the new box, the yard has been cleaned, the camper has been removed and rent is paid till February, 2023. The tenants are not bad tenants and have been living in the manufactured home park for 25 years.

### Analysis

The *Manufactured Home Park Tenancy Act* states that if a tenant does not dispute a One Month Notice to End Tenancy for Cause (the Notice) within 10 days after service, the tenant is conclusively presumed to have accepted the end of the tenancy. It also states that a landlord may end a tenancy by serving such a Notice.

I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*. Since the tenants have not filed a dispute, I must find that the tenants are conclusively presumed to have accepted the end of the tenancy, and I so order. I am also satisfied in the evidence that the landlords had cause to issue the Notice. Therefore, I grant an Order of Possession in favour of the landlords. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenants. The tenants must be served with the Order of Possession, which may be filed in the Supreme Court of British Columbia for enforcement.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlords as against the tenants in that amount. The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division for enforcement.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlords as against the tenants pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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: December 13, 2022

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Residential Tenancy Branch