



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ri Investments Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

Pursuant to section 51 of the *Manufactured Home Park Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On July 4, 2022, the tenant applied for:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated June 22, 2022 (the One Month Notice); and
- the filing fee.

The hearing was attended by the tenant's representative from the Public Guardian & Trustee ("the PGT"), and the landlord's agent ("the landlord"). Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

### Issues to be Decided

- 1) Is the tenant entitled to an order cancelling the One Month Notice?
- 2) If not, is the landlord entitled to an order of possession?
- 3) Is the tenant entitled to the filing fee?

### Background and Evidence

Those present agreed on the following regarding the periodic tenancy. It began June 1, 2006, and rent is \$259.80, due on the first of the month. The parties agreed it is the site, not the manufactured home, that is being rented by the tenant.

The landlord testified she served the One Month Notice on the tenant by handing a copy of the Notice to the tenant on June 22, 2022, and emailing a copy to the property administrator for the PGT on June 28, 2022. The PGT testified that the property administrator emailed the Notice to the PGT on June 28, 2022.

A copy of the One Month Notice is submitted as evidence. It is signed and dated June 22, 2022 by the landlord, gives the address of the rental unit, states an effective date, and is in the approved form.

As for the grounds for ending the tenancy, three reasons are checked off, but no details are provided in the Details of Causes section.

The One Month Notice indicates the tenancy is ending because the tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.

The landlord testified that the tenant has “undesirable” people over, who, along with the tenant, search other tenants’ yards for cigarette butts and alcohol. The landlord testified that the tenant “gets quite verbal” with other tenants, and has yelled at their kids and at the park manager. The landlord submitted as evidence letters of complaint from other tenants about the behaviour of the subject tenant. The landlord testified that the names and site numbers of the complainant tenants are blacked out in the evidence copies provided to the tenant.

The landlord testified that in June they sent an email to the woman who that looks after things for the tenant, communicating that the tenant was “on thin ice.” Submitted as evidence by the landlord is an email dated August 3, 2021, from the landlord to the property administrator for the PGT. It states: “She is on a very thin line, as to getting an eviction.” The landlord submitted they must evict the tenant for the safety of the manager and the other tenants.

The PGT submitted that regarding the letters of complaint from other tenants, one is from a family member of the subject tenant, and that there is conflict within the tenant’s family. The PGT testified that they received complaint emails about the tenant in May,

June, and August 2021, but then received no further concerns from the landlord. The PGT testified she spoke with the tenant about the landlord's allegations, and that the tenant stated that she has "had some words with the neighbours," but that they have also threatened the tenant. The PGT testified that the tenant's social worker contacted the RCMP in July 2022 and was advised that there have been no reports after December 2021 regarding family disputes involving the tenant, and that there were no reports about the tenant stealing from neighbours.

The PGT submitted that the landlord is aware of the PGT's involvement in the tenant's affairs, including paying the tenant's rent, and that the landlord gives rent increase forms to the PGT, but has not expressed any further concerns.

### Analysis

Section 40 of the Act permits a landlord to end a tenancy for cause.

Based on the parties' testimony, I find the landlord sufficiently served the tenant/PGT the One Month Notice on June 28, 2022 by email, in accordance with section 81 of the Act, and deem it received by the tenant/PGT on July 1, 2022, pursuant to section 60 of the regulation.

I do not consider the tenant served on June 22, 2022, though the landlord testified that they served the One Month Notice on the tenant by hand on that date. The testimony of the parties and the evidence submitted clearly demonstrates that the landlord understands that the PGT administers the affairs of the tenant. The evidence of this includes the August 2021 email submitted by the landlord, in which the landlord conveys to the PGT's property administrator that the tenancy is in jeopardy.

Section 40 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives the Notice. As the tenant/PGT received the Notice on July 1, 2022 and applied to dispute the Notice on July 4, 2022, I find she met the 10-day deadline.

Section 40(3) of the Act states that a notice under this section must comply with section 45 *[form and content of notice to end tenancy]*. Section 45(d) requires that a notice under section 40 state the grounds for ending the tenancy. In the interest of fairness, there must be sufficient details on the One Month Notice for a tenant to know how they have breached the Act or tenancy agreement.

On the One Month Notice, the landlord has indicated 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;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.

The Details of Causes section of the One Month Notice is clear in its instructions and caution to landlords, as follows:

**Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.**

The One Month Notice in this case does not provide details as to why the Notice was served; it refers to incidents but does not provide any further information about them or when they occurred.

Given the foregoing, I find the Notice does not include sufficient details of the grounds for ending the tenancy.

Accordingly, I find the Notice does not meet the form and content requirement of section 45 of the Act.

Therefore, I cancel the One Month Notice, as it is ineffective, pursuant to section 45. The tenancy will continue until it is ended in accordance with the Act.

Section 65 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the tenant is successful in her application, I order the landlord to pay the \$100.00 filing fee the tenant paid to apply for dispute resolution.

Pursuant to section 65 of the Act, the tenant/PGT is authorized to make a one-time deduction of \$100.00 from a future rent payment in satisfaction of the above-noted award.

Conclusion

The tenant's application is granted; the tenancy will continue until it is ended in accordance with the Act.

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 5, 2022

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Residential Tenancy Branch