

33. Ending a Manufactured Home Tenancy Agreement – Landlord use of Property

Jan-04

This Policy Guideline is intended to provide a statement of the policy intent of legislation, and has been developed in the context of the common law and the rules of statutory interpretation, where appropriate. This Guideline is also intended to help the parties to an application understand issues that are likely to be relevant. It may also help parties know what information or evidence is likely to assist them in supporting their position. This Guideline may be revised and new Guidelines issued from time to time.

The *Manufactured Home Park Tenancy Act* allows the landlord to end a tenancy agreement for landlord use only if the landlord intends, in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park. The landlord must have all the necessary permits and approvals required by law before the notice to end is issued.

This provision is intended to protect the security of tenure of tenants while permitting the landlord to take advantage of legitimate business ventures. A landlord cannot use this provision to end tenancies unless the landlord is legitimately redeveloping all or a significant portion of the park or converting it to another type of tenure – it is not sufficient, for example, for the landlord to cease renting the space for a period of six months or put it to some other use within the park (e.g. to house a caretaker or provide parking for existing tenants).

“Significant part” is not defined in the Act or the Manufactured Home Park Tenancy Regulation, and the word “significant” does not have a precise meaning in law. The definition of “significant” includes “consequential”, “considerable”, “material”, “noticeable” and “important”¹. In making a determination under this provision, an arbitrator will consider both the size of the development, and its size in relation to the park as a whole. A landlord cannot use this provision to end an individual tenancy under this part unless the park contains only one site that is rented, or the site is the only occupied site in a portion of the park that the landlord intends to develop.

A landlord cannot end a tenancy on a site that will not form part of the new development, unless the site must be vacated in order that the development can proceed and there is no other viable alternative.

The allocation of available vacant sites, if any, to tenants whose tenancies are being ended may be one of the factors that an arbitrator would consider in determining the good faith of the landlord².

1 See **Stelco Inc. v Ontario** (1994)115 DLR(4th)437 @ 439, Ontario Court – General Division, approved on Appeal(1995)126 DLR(4th)767, and **R v Dupuis** (1998) 174 Sask. R 17

2 See also Policy Guideline 2 – “Ending a Tenancy Agreement – ‘Good Faith’ Requirement”.