

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's notice to end tenancy pursuant to section 40; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties testified that the tenant handed the landlord a copy of her application for dispute resolution hearing package on July 27, 2010. I am satisfied that the tenant served the landlord with her application for dispute resolution in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a cancellation of the landlord's notice to end tenancy? Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that the tenant commenced renting a recreational vehicle pad from the landlord on March 1, 2010 for \$500.00 per month. No written tenancy agreement was prepared for the tenant's month-to-month occupancy of this site. The tenant has placed her 44 foot recreational vehicle on the site in the KG Mobile Home and R.V. Park. The landlord entered into evidence a signed statement from the tenant dated March 4, 2010, in which the tenant acknowledged that she intended to leave the rented pad by March 31, 2010. The landlord testified that he continues to hold the tenant's \$250.00 security deposit paid on March 1, 2010.

The landlord testified that he sent the tenant a notice on July 20, 2010 requiring her to remove her recreational vehicle from the Mobile Home and R.V. Park due to complaints about her stay there. He said that he did not issue a formal notice to end tenancy in accordance with the *Act* because this rental of the recreational vehicle pad is not covered by the *Act*. Neither he nor the tenant entered into evidence a copy of his July 20, 2010 letter to the tenant.

The tenant testified that she and her husband live in their 44 foot trailer on the site rented from the landlord. She said that the pad she has rented from the landlord is not a recreational vehicle site but a manufactured home site. She said that she signed the March 4, 2010 statement under duress from the landlord. She claimed that the landlord has not followed the proper procedure in issuing a notice to end this tenancy on the forms prescribed under the *Act*. She said that the landlord was supposed to give her 30 days before taking eviction action.

Analysis

Residential Tenancy Policy Guideline #9 reads in part as follows:

...Although the Manufactured Home Park Tenancy Act defines manufactured homes in a way that might include recreational vehicles such as travel trailers, it is up to the party making an application under the Act to show that a tenancy agreement exists...

Since the tenant applied for dispute resolution, the onus is on her to demonstrate that a tenancy agreement under the *Act* applies. Neither party entered into evidence a copy of the landlord's July 20, 2010 letter that apparently led to the tenant's application for dispute resolution. Without a copy of this "notice" or any clear evidence that establishes the nature of the agreement between the parties, I am unable to consider the tenant's application.

The tenant has applied for cancellation of the landlord's notice to end tenancy in accordance with section 40 of the *Act*. However, the landlord has testified that he issued no such notice under the *Act*. As the landlord has not submitted a notice to end

tenancy in accordance with the *Act*, I do not make a finding on the tenant's application to cancel the landlord's notice to end tenancy. Based on the evidence before me, I dismiss the tenant's application. The landlord has not asked for nor applied for an Order of Possession and I make no finding in this regard.

Although the tenant also applied for an order requiring that the landlord comply with the *Act*, regulation or the tenancy agreement, she did not specify what order she was seeking. She did not enter into evidence submissions in this regard and made no specific request for an order. Based on the absence of evidence from her, I dismiss her application for an order against the landlord.

Conclusion

I dismiss the tenant's application to cancel the landlord's notice to end tenancy.

I dismiss the tenant's application for an order to make the landlord comply with the *Act*, regulation or the tenancy agreement.

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*.