



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application for dispute resolution by the landlord under the *Manufactured Home Park Tenancy Act (the "Act")* for an order of possession due to unpaid pad rent, a monetary order due to unpaid pad rent and recovery of the filing fee.

The landlord's agent appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in documentary form, and make submissions to me.

The landlord testified that he delivered the Application and Notice of Hearing documents to the tenant by posting on the door on April 15, 2012. The tenant did not appear for the conference call hearing.

Issue(s) to be Decided

Has the tenant breached the Act or tenancy agreement, entitling the landlord to an order of possession and a monetary order for unpaid rent?

Background and Evidence

The landlord's agent submitted that there is no written tenancy agreement, but instead stated that the tenant's mother was the original tenant for the monthly manufactured home site. The agent further submitted that the mother has now passed away and that since that time, various children of the original tenant have occupied the mobile home on the manufactured home site.

The landlord's agent submitted that the tenant, the original tenant's son, moved into the mobile home in or about December 2010, and has yet to pay the monthly pad rent.

Monthly pad rent is in the amount of \$531.44, according to the landlord's agent.

The landlord's agent gave affirmed testimony and supplied evidence that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on March 28, 2012, by posting on the door. The Notice stated the amount of unpaid pad rent was \$3253.32, but listed this amount as being due on the "1ST OF EACH MONTH."

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenants had five days to dispute the Notice.

Analysis

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

Section 45 of the *Manufactured Home Park Tenancy Act* states that in order for a notice to end tenancy to be effective, it must, among other things, state the grounds for ending the tenancy.

The landlord has served a Notice, listing an incorrect amount due, in other words, the amount of \$3253.32 is not due every month, as stated by the landlord on the Notice, but rather that sum appears to be an accumulation of unpaid monthly pad rent.

As the Notice has been filled in incorrectly, I find the 10 Day Notice to End Tenancy, dated and issued on March 28, 2012, does not meet the form and content required under section 45 of the Act. Therefore, the 10 Day Notice to End Tenancy is invalid and of no force or effect.

I also find that the tenant was not served in a manner consistent with Section 82 (1) of the Act, which states that service of a copy of the application for dispute resolution must be delivered to the tenant by leaving a copy with the person or by registered mail.

Due to the above, I hereby dismiss the landlord's application, without leave to reapply pertaining to this Notice, with the effect that this tenancy continues until it may otherwise end under the Act.

Conclusion

The landlord's application is dismissed, without leave to reapply.

The landlord is at liberty to issue another 10 Day Notice to End Tenancy for Unpaid Rent which conforms to the requirements of the Act and serve it upon the tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 01, 2012.

Residential Tenancy Branch