



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing dealt with the Tenant's application cancel a *One Month Notice to End Tenancy for Cause* (the Notice) issued October 9, 2012.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Landlord received the Notice of Hearing documents on October 24, 2012. The Tenant provided a copy of the Notice in evidence. The Landlord did not provide any documentary evidence to the Residential Tenancy Branch or to the Tenant.

### **Preliminary Matter**

At the outset of the Hearing the Tenant's advocate asked that the Notice be found to be invalid. He stated that it was issued under the Residential Tenancy Act but the tenancy was a tenancy under the Manufactured Home Park Tenancy Act because the Tenant owned the manufactured home and was paying rent for the site only.

Section 45 of the Act requires a notice to end tenancy issued by a landlord to be in the approved form. In this case, the Notice is in the approved form, but the Landlord ticked off the wrong box with respect to which Act applies. All other information on the Notice is identical whether it is issued under the Residential Tenancy Act or the Manufactured Home Park Tenancy Act.

Section 61 of the Act provides that I may amend the Notice, if I am satisfied that the Tenant knew the information that was omitted from the Notice. Therefore, I amended the Notice to reflect the correct Act and declined to find the Notice to be invalid.

### **Issue to be Decided**

Should the Notice issued October 9, 2012, be cancelled?

### **Background and Evidence**

The parties agreed that the Tenant was served with the Notice on October 9, 2012.

The Notice indicates the following reason for ending the tenancy:

Tenant has engaged in **illegal activity** that has, or is likely to, damage the  
Landlord's property.

(my emphasis)

The Landlord's agent stated that there have been complaints about messes on the rental site and unauthorized structures have been put up. She stated that there have also been allegations of theft and that the Tenant has not paid rent.

The Tenant disputes the Notice. The Tenant's advocate stated that the Tenant has not been provided any details or documentary evidence to support the allegations on the Notice.

The Landlord's agent stated that she could not provide details such as the dates of complaints, what was stolen, or how the Tenant had engaged in illegal activity.

### **Analysis**

The Landlord's agent was very vague in her testimony and provided no dates, names, or examples of how the Tenant had engaged in illegal activity. The Landlord's agent could not answer the Tenant's submission that the Landlord did not provide the Tenant any particulars with respect to why the Notice was issued.

I find that the Landlord has not provided any evidence that the Tenant has engaged in illegal activity. Therefore, I find that the Notice is not a valid notice to end the tenancy.

I grant the Tenant's application to cancel the Notice to End Tenancy. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

**Conclusion**

The Tenant's application is granted. The Notice to End Tenancy issued October 9, 2012, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of 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: November 27, 2012.

---

Residential Tenancy Branch