



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Riverdale Trailer Court Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AS, CNC, CNR, FF, MT

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is an application to cancel a one-month notice to end tenancy for cause, to cancel a 10 day notice to end tenancy for nonpayment of rent, a request to allow the tenant to assign or sublet, and a request for recovery of the filing fee.

Background and Evidence

The landlord testified that:

- He served the tenant with a one-month notice to end tenancy for assigning the rental unit without getting permission to do so.
- He served a 10 day notice to end tenancy, because the cheque that he was given for the rent was not from the tenant, it was from the tenant's daughter and since she is not his tenant he did not want to accept the cheque.

The tenant testified that:

- They are requesting an assignment of this tenancy, because the landlord is unreasonably withholding his permission to assign the tenancy.
- They also believe that the 10 day notice to end tenancy should be set aside, because the landlord accepted rent from the tenant's daughter on two other occasions, so they believe he should also accept this rent.
- They are therefore requesting an order canceling both notices to end tenancy, and request an order allowing the assignment of this tenancy.

Analysis

The landlord has the burden of proving the reasons for ending a tenancy, however the landlord has not provided a copy of the one-month notice to end tenancy for today's hearing and therefore I have no way of knowing whether the notice was a valid notice to end tenancy.

Therefore it's my decision that I will cancel the one-month notice to end tenancy.

I will also cancel the 10 day notice to end tenancy, as the landlord accepted rent payments from the tenant's daughter on previous occasions and therefore since cheques have been offered to the landlord for the outstanding rent is my finding that it is unreasonable for him to not accept that rent.

I will not however order an assignment of this tenancy, because the tenant has not followed the requirements set out under the Act.

If the tenant wants to assign their tenancy, they must provide the landlord with a Request for Consent to Assign a Manufactured Home Site Tenancy Agreement in the approved form, and once that document has been served on the landlord the landlord must respond within 10 days.

In this case however the tenant has not served the landlord with a copy of a Request for Consent to Assign a Manufactured Home Site Tenancy Agreement, and therefore, at this point, the landlord is under no obligation to allow an assignment.

At the hearing the tenant's agent was advised of this obligation, and she stated that they would obtain the approved form and serve a copy on the landlord as soon as possible.

Conclusion

The one-month notice to end tenancy for cause, and the 10 day notice to end tenancy for nonpayment of rent are both hereby canceled and this tenancy continues.

The request for an order to assign the tenancy is dismissed.

I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlord.

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: April 08, 2013

Residential Tenancy Branch