



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC; RP

### **Introduction**

This is an application to cancel a One Month Notice to End Tenancy for Cause and for an Order that the Respondent make repairs to the rental site.

The parties gave affirmed testimony at the Hearing.

It was established that the Applicant served the Respondent with the Notice of Hearing documents by handing the documents to the Respondent on June 28, 2013.

### **Preliminary Matters**

Neither party provided a copy of the Notice to End Tenancy in evidence. The Applicant testified that the matter had already been decided at a previous hearing. The Respondent stated that the previous hearing dealt with a different notice to end the tenancy. The Respondent provided the file number for the previous hearing.

The Applicant stated that he provided a copy of the Notice to End Tenancy to the Government Agent when he filed his application. The Respondent offered to fax in a copy of the Notice. The matter was stood down for 10 minutes to allow the Respondent to fax in a copy. However, the Respondent faxed the document upside down, so I received only blank pages. I advised the parties of this and we stood down again so that the Respondent could fax the document. 20 minutes later, the Respondent signed back in to the teleconference. He apologized for the delay, and stated that he had to use a different fax machine. The document did not arrive at my fax machine within 15 minutes of the Respondent faxing it, and the time allotted for the hearing had almost run out. Therefore I adjourned the matter until 9:30 a.m. on August 13, 2013.

On August 13, 2013, we reconvened. I advised the parties that I had received two Notices to End Tenancy from the Respondent ("RD"): one for the Applicant ("RH"); and one for the person assisting the Applicant ("SH") and another person ("MH"). I also advised the parties that I had read the decision with respect to the previous hearing (the "First Decision") in order to assure myself that this matter had not already been decided.

RH is SH and MH's son. He resides in the manufactured home. SH and MH reside elsewhere. The First Decision gave the following findings and orders, which are binding upon the parties:

1. RH is not RD's tenant. The notice to end tenancy issued against RH was therefore canceled.
2. SH and MH are RD's tenants.
3. RD was ordered to provide RH, SH and MH with appropriate forms for use for the approval of potential purchasers of the manufactured home.
4. RD was provided with a substituted service order allowing RD to serve SH and MH at the rental site because SH and MH had not provided their forwarding address. The arbitrator explained this to SH at the end of the hearing.

RD has complied with the arbitrator's order to provide RH, SH and MH with the appropriate forms for approval of purchasers.

RD testified that he provided RH with both Notices to End Tenancy at the rental site on June 27, 2013. RH acknowledged that he received both his Notice and SH and MH's Notice on June 27, 2013. RH stated that he told SH that he had been served with both of the Notices.

I explained to the parties that I find that SH and MH were sufficiently served of the purposes of the Act on June 27, 2013, under the provisions of Section 64 of the Act.

SH and MH have not filed an application to cancel their Notice. Therefore, I found that the effective end of tenancy date was July 31, 2013.

During the Hearing, RD stated that he would be willing to extend the end of tenancy date to September 30, 2013, in order to allow more time for potential buyers to be found. During the Hearing I advised the parties that I would be providing RD with an Order of Possession effective September 30, 2013; however, on reflection I cannot do so because this was RH's application. Neither RD nor SH or MH have filed applications to enforce or the cancel the Notice against SH and MH. **RD remains at liberty file his own application for an Order of Possession against SH and MH. I explained to SH and MH that they are conclusively presumed to have accepted that the tenancy ended on July 31, 2013, pursuant to the provisions of Section 40(5) of the Act. I also explained that an extension of time to make an application to dispute the Notice cannot be granted after the effective date of the Notice, pursuant to the provisions of Section 59(3) of the Act.**

### **Conclusion**

The Notice to End Tenancy for Cause against RH is canceled.

I find that SH and MH were sufficiently served with a Notice to End Tenancy for Cause on June 27, 2013. RD is at liberty to file an application for an Order of Possession against SH and MH.

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: August 13, 2013

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Residential Tenancy Branch

