



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OK MOTEL & MOBILE HOME PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, OPC, OPB

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Manufactured Home Park Tenancy Act*. The landlord applied for an order of possession and the tenant applied for an order to cancel the notice to end tenancy. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Did the landlord serve a valid notice to end tenancy?

### **Background and Evidence**

The tenancy started in 2004. The pad monthly rent is \$315.00 payable on the first of the month. On July 24, 2013, the landlord served the tenant with a notice to end tenancy for cause. The notice consisted of two pages in the approved format. However, the landlord failed to check mark the reason for the notice to end tenancy.

### **Analysis:**

Section 45 of the *Manufactured Home Park Tenancy Act* provides for the form and content of a notice to end tenancy and states as follows:

**45** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the manufactured home site,
- (c) state the effective date of the notice,
- (d) except for a notice under section 38 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Upon review of the notice to end tenancy I find that the grounds for ending the tenancy are not stated in the notice to end tenancy. Therefore I find that it is not a valid notice and accordingly, I order that the notice be set aside and be of no force or effect. As a result, the tenancy will continue.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

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: September 19, 2013

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Residential Tenancy Branch

