



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MT FF O

### Introduction

This hearing dealt with an application by the tenant. The tenant had checked off the box on the application indicating that she sought an extension of time to dispute a notice to end tenancy; however, she had made her application in time, and it was clear from the details of dispute in her application that she sought to cancel a notice to end tenancy. I therefore amended the tenant's application to reflect her intention to cancel the notice to end tenancy. I also amended the application to indicate that the application was made under the *Residential Tenancy Act*, as the tenant rents the manufactured home in question from the owner, and she does not have a tenancy with the manufactured home park.

The tenant attended the teleconference hearing but the landlord did not. The tenant provided evidence that she served the landlord with the application for dispute resolution and notice of hearing by registered mail, and the landlord received the package on September 13, 2013. I accepted the tenant's evidence that the landlord was served with notice of the hearing, and I proceeded with the hearing in the absence of the landlord.

This matter was set for hearing by telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the tenant. When a tenant applies to cancel a notice to end tenancy, the landlord has the burden of proof to establish that the notice is valid. As the landlord was served with notice of the hearing but did not attend to provide evidence that the notice was valid, I cancelled the notice to end tenancy.

As the tenant's application was successful, she is entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

I cancel the notice to end tenancy for landlord's use dated August 25, 2013, with the effect that the tenancy continues.

The tenant may deduct \$50 from her next month's rent. As the tenant pays the pad rent for the site directly to the part each month, the landlord will be responsible for either paying the park the difference of \$50 of the next month's rent, or reimbursing the tenant \$50.

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: October 18, 2013

---

Residential Tenancy Branch

