



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MIRAE INVESTMENT LTD.  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

CNC, AS, MT, FF, O

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated April 1, 2014, and order allowing the tenant to sublet the site and reimbursement for the \$50.00 cost of the application.

Despite being served with the Notice of Hearing in person on April 12, 2014, the landlord did not appear.

During the hearing the tenant stated that they are no longer seeking an order allowing the tenant to sublet or assign the site because this issue has been resolved.

### **Issue(s) to be Decided**

Should the One Month Notice to End Tenancy for Cause be cancelled?

### **Background and Evidence**

The tenant testified that the tenancy began in September 2011. The tenant stated that on April 6, 2014 the landlord suddenly posted a One Month Notice to End Tenancy for Cause dated April 1, 2014.

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, indicates that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, had breached a material term of the tenancy and had assigned or sublet the site without the landlord's written consent..

The tenant testified that they did not agree with the allegations in the Notice. The tenant is requesting an order to cancel the One-month Notice to End Tenancy for Cause.

**Analysis**

The burden of proof to justify the One-Month Notice issued under section 40(4) is on the landlord. However, this landlord did not appear at the hearing to give testimony nor was any evidence submitted by the landlord.

In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 40(4) of the Manufactured Home Park Tenancy Act has been satisfied, I find that the One-Month Notice to End Tenancy for Cause dated April 1, 2014 is not supported and therefore must be cancelled.

Based on the above, I hereby order that the One-Month Notice to End Tenancy of April 1, 2014 be cancelled and of no force nor effect.

I find that the tenant is entitled to be reimbursed the \$50.00 cost of filing this application. I hereby order that the tenant deduct \$50.00 from the next pad rental payment owed to the landlord as a one-time abatement.

**Conclusion**

The tenant is successful in the application and the One-Month Notice to End Tenancy for Cause is cancelled.

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: June 03, 2014

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Residential Tenancy Branch

