



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Stonecliff Properties Ltd., dba Stonecliff Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the *Manufactured Home Park Tenancy Act* (the "Act") seeking an order cancelling the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), for an order granting more time to make an application to cancel a notice to end tenancy and for recovery of the filing fee.

The tenant and her advocate attended the telephone conference call hearing; the landlord did not attend.

The tenant submitted evidence that the landlord was served with her Application for Dispute Resolution and Notice of Hearing by registered mail on May 12, 2014.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 82(1) of the Act and the hearing proceeded in the landlord's absence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's Notice?

Background and Evidence

The tenant submitted that she has been a tenant at the manufactured home park for nine years and there were never any issues regarding payment of rent. This changed

when the new landlord assumed ownership and changed the payment method and address.

The tenant submitted that the landlord improperly served another individual with a 10 Day Notice regarding the manufactured home site, instead of her, the legal owner. Out of an abundance of caution, the tenant filed her application to dispute this Notice, which was dated and received on April 7, 2014, in the event the landlord try to “prevail on the basis no-one responded to it”.

The tenant submitted that her rent was mailed at the landlord's request, to an address far from the manufactured home park, and the new method of payment caused a delay in the landlord receiving the monthly rent.

The tenant alleged that the new landlord is on a path seeking mass evictions at the manufactured home park.

The tenant's relevant documentary evidence included a copy of the Notice, registration of ownership and rent receipts.

Although the landlord did not attend the hearing, the landlord supplied documentary evidence for the hearing and also to the tenant, dated June 10, 2014, acknowledging receipt of the rent payment within the required time and consenting to the cancellation of the Notice.

Analysis

The landlord had the burden of proving that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities had merit. In the absence of the landlord and confirmation that the tenant paid the monthly rent, I find that the Notice must be set aside.

The tenant's application is granted and I order that the Notice dated April 7, 2014, is cancelled, with the effect that the tenancy continues until it may legally end under the Act.

As I have granted the tenant's application, I further grant her recovery of her filing fee paid for this application, in the amount of \$50.

Conclusion

The tenant's application is granted and the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 7, 2014, is cancelled and is of no effect or force. The tenancy continues until it may otherwise end under the Act.

I grant the tenant a monetary order in the amount of \$50, for her filing fee paid for this application. I also allow the tenant to redeem the amount of her monetary award of \$50 by deducting this amount from her next or a future month's rent payment. The tenant is to advise the landlord when said deduction is being made.

I enclosed a monetary order for \$50 with the tenant's Decision, in the event she chooses not to deduct this amount from her monthly rent.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from 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 *Residential Tenancy Act* and is being mailed to both the applicant and the respondent.

Dated: June 27, 2014

Residential Tenancy Branch

