



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF O

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause. The tenant and the landlord participated in the teleconference hearing.

The landlord confirmed that he received the tenant's application. The landlord stated that he served evidence on the tenant by placing it in her mailbox last week. The tenant stated that she did not receive the landlord's evidence. I did not admit that evidence, but I heard testimony from both parties. I have reviewed all testimony. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

On September 17, 2014 the landlord served the tenant with a one-month notice to end tenancy for cause. The notice indicated two reasons for ending the tenancy: (1) the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so; and (2) the tenant has assigned or sublet the rental unit/site without the landlord's consent. The tenant also received a letter dated September 22, 2014, in which the landlord indicated that the park rules strictly prohibited rentals, and the landlord was therefore serving the tenant an eviction notice.

The landlord stated that another resident of the manufactured home park noted that the tenant was renting out a room in her home, contrary to the park rules. The landlord spoke to the person who had been residing in the tenant's home, and the person told the landlord that he had been renting out the front room in the tenant's home for the past nine months for \$400 per month, and he was using a hot plate in his room. The

person said that he was moving out but a new person was moving in, who he described as of Pakistani or East Indian descent. The landlord said that he spoke to the tenant, who told the landlord that her son was the one moving in.

The landlord stated that there have been ongoing electrical issues with the tenant. The landlord acknowledged that he did not give the tenant written notice to correct the electrical problems.

The tenant stated that she was not aware of the park rules, but her renter had already moved out when she was served with the notice to end tenancy. The tenant stated that her son has lived with her the whole time. The tenant stated that now that she was aware of the rules she would not break them again.

Analysis

I find that the notice to end tenancy is not valid. The landlord did not provide sufficient evidence to establish that the tenant had assigned or sublet at the time that the notice to end tenancy was served. Further, the landlord did not give the tenant written notice of a material breach prior to serving the notice to end tenancy, and he therefore did not give the tenant reasonable time to correct any breach. I accordingly cancel the notice to end tenancy dated September 17, 2014.

Conclusion

The notice to end tenancy dated September 17, 2014 is cancelled, and the tenancy continues until such time as it is ended in accordance with the Act.

As the tenant's application was successful, she is entitled to recovery of her \$50 filing fee. The tenant may deduct that amount from her next month's rent.

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: November 10, 2014

Residential Tenancy Branch