



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sunrise Valley Mobile Home Park and 0868732 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Manufactured Home Park Tenancy Act ("Act"). The tenant applied for an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause ("Notice").

The tenant and the landlord's agent (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

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.

*Preliminary matter-* At the outset of the hearing, the tenant submitted that he had not received the landlord's photographic evidence, which were three photographs of what was called lot #49 by the landlord. The landlord submitted that she did serve the photographs to the tenant. I proceeded with the hearing and later determined that the photographs had no impact on the decision.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice?

### Background and Evidence

The tenant submitted without dispute that he moved into the manufactured home park approximately 21 years ago and onto pad site # 50 in 2005. The landlord here was not the original landlord, as they purchased the property several years ago, at least 2 according to the landlord.

I was not provided a written tenancy agreement by either party; however, there was no dispute that the tenancy agreement in this matter pertained to manufactured home site #50. Additionally, the landlord submitted that current monthly pad rent was \$317.00.

The landlord submitted that she served the tenant with the Notice on June 9, 2015, by attaching the Notice to the tenant's door. The Notice listed July 12, 2015, as the effective end of tenancy for manufactured home sites #'s 47, 48, and 49. Both parties submitted a copy of the Notice. The Notice did not show a request to the tenant to vacate site #50.

The evidence of the parties shows that the landlord had issues with this tenant pertaining to his storage of his personal property on one side of his manufactured home, which the landlord claimed was site #49.

The tenant submitted that his site, #50, included storage space on the adjoining site, which according to the evidence, was site #49. Into evidence, the tenant submitted a copy of a document signed on June 1, 2008, by the park manager at the time, extending site# 50 by 59 feet.

The landlord submitted that even if another landlord had granted an extension of footage to the tenant, the new landlord had the right to take back the extra space now.

### Analysis

Section 40(1)(c) of the Act authorizes landlords to seek an end of a tenancy by issuing a 1 month notice if a tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, as was the case here. The landlord bears the burden of proving the cause listed on their Notice.

In the case before me, the evidence shows that no tenancy exists between the tenant and the landlord regarding sites 47, 48, and 49, listed on the Notice, as the only evidence presented showed that the tenancy related to site #50. As site #50 was not listed on the Notice, I find the Notice dated and issued June 9, 2015 is not valid, not supported by the evidence and therefore has no force and effect. I order that the Notice be cancelled, with the effect that the tenancy will continue until ended in accordance with the Act.

As the Notice did not list or refer to site #50, the subject of this tenancy, it was therefore not before me to determine whether the tenant is entitled to use and possession of the extra footage allegedly affixed to or was now included with lot #50, pursuant to the document of June 1, 2008, signed by an agent of the previous agent.

The parties are both at liberty to seek further remedy to their dispute.

Conclusion

I grant the tenant's application seeking cancellation of the landlord's Notice, and the Notice is hereby cancelled with the effect that the tenancy will continue until ended in accordance with the Act.

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: August 18, 2015

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Residential Tenancy Branch

