



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnc, rp, ff

Introduction

The tenant applies for an order to cancel a one month Notice to End Tenancy, and for an order for repairs.

Background and Evidence

The tenant owns a manufactured home, and rents a pad from the landlord with monthly rent of \$300.00.

In July, the City of Prince George cited numerous lots on the Manufactured Home Park as unsightly, and the landlord in turn served the tenants with a one month notice for cause, in an effort to have the issue dealt with. The tenant was not one cited, but he had parked his car on the neighbouring lot, and his yard needed some clean up. Upon receipt of the notice he responded promptly, and the landlord now agrees that the Notice should be cancelled.

The tenant also requested an order that the landlord repair his shed, which was bumped by the landlord's workers in the course of levelling work of the lot adjacent to the tenant's lot. The landlord has agreed to fix the shed, as advised at the time the Notice was served.

Analysis

The tenant confirmed at the hearing that the key issue to be addresses was the request to cancel the 2 month notice. Based upon the submissions of the landlord, and with the consent of the landlord, I order that the One Month Notice be cancelled. The tenancy shall continue.

The tenant also applied for an order for a repair to the shed, a matter that is not related in fact or law to the issue of the One Month Notice, and its cancellation. Rule 1.2 states that the objectives of the Rules of Procedure is to ensure a consistent, efficient and just process for resolving disputes. In this regard, it is anticipated that any disputes filed in a

single hearing will be related matters. I have therefore determined pursuant to Rule 2.3 that it is appropriate to dismiss the claim for a repair order. However, should the landlord fail to effect the repair (as was promised to the tenant at the time of service of the Notice) within a reasonable period, the tenant has liberty to reapply for a formal repair order.

Given that the tenant's car was in fact improperly parked on the adjacent lot, I do not find this matter to be one in which the tenant is entitled to recover his filing fee from the landlord.

Conclusion

The Notice to End Tenancy is cancelled, and the tenancy shall continue.

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: September 09, 2015

Residential Tenancy Branch

