



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vista Village Trailer Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

OLC

### Introduction

This hearing dealt with an application for an order that the landlord comply with the provisions of the Act relating to notice once a 1 Month Notice has been served by a landlord. The tenant attended the hearing. The landlord did not attend the hearing despite having been served with the Application for Dispute Resolution and Notice of Hearing by pre-paid express post on November 20, 2015. The tenant advised that the tracking information showed that the landlord signed for the package on November 25, 2015 at 1:45 p.m.

### Issue(s) to be Decided

Is the tenant entitled to an order that the landlord comply with the Act?

### Background and Evidence

This tenancy began about 15 years ago. Near the end of the tenancy the rent was \$306.00 per month. On July 17, 2015 the landlord served the tenant with a 1 Month Notice to End Tenancy with an effective date August 30, 2015. The tenant disputed the Notice and the matter was heard by an arbitrator on October 6, 2015. The tenant's request to have the Notice set aside was not successful. The tenant was advised in the arbitrator's decision dated October 13, 2015 that she should vacate the manufactured home site immediately. A formal order of possession was not made by the arbitrator at the hearing because the landlord had not made an oral request for such an order. Ultimately, the tenant received a copy of the arbitrator's decision on October 21, 2015 and subsequently moved the manufactured home off the site on November 1, 2015. The tenant paid the rent for October in the amount of \$306.00.

Then, by letter of November 5, 2015 the landlord demanded that the tenant pay rent for the site for the month of November on the basis that the tenant was "required to provide 30 days written notice before vacating the Park".

The tenant's response to this however is that she is not liable for rent for November because she vacated the site in response to the landlord's 1 Month Notice.

### Analysis

The tenant is requesting an order that the landlord be bound by the terms of the Act regarding 1 Month Notices. The tenant moved out of the rental unit in response to the landlord's Notice. The Notice was dated July 17, 2015 and was served the same day. The tenant disputed the Notice and the hearing was not held until October 6, 2015. Then the decision was not written until October 13, 2015 and the tenant only got a copy of the decision in the mail on October 25<sup>th</sup>, 2015 - long after the effective date of the Notice which was August 31, 2016.

The tenant moved out almost immediately following receipt of the decision which she was both obliged and authorized to do by virtue of the landlord's Notice.

In reference to situations like these, Residential Tenancy Guideline No. 3 entitled "Claims for Rent and Damages for Loss of Rent" provides some guidance. Specifically, the Guideline says as follows:

*"If a month to month tenancy is ended for cause, even for a fundamental breach, there can be no claim for loss of rent for the subsequent month after the notice is effective, because a notice given by the tenant could have ended the tenancy at the same time."*

Based on the above, **I find that the landlord is not entitled to claim rent for the month of November.** I realize that the month of November was not the actual "subsequent month after the notice is effective" but November became the "subsequent month" due to the delay caused by the hearing and delivery of the decision to the tenant.

### Conclusion

I order that the landlord comply with the provisions of the Act and Policy Guidelines relating to claims for rent after a 1 Month Notice to End Tenancy has been served on the tenant.

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: January 18, 2016

---

Residential Tenancy Branch

