



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COUNTY MOBILE HOME PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40.

Both parties attended the hearing via conference call and provided undisputed affirmed testimony. The tenant provided direct testimony that the landlord was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 29, 2016. The landlord confirmed receipt of the notice of hearing package and the submitted documentary evidence in this manner. The landlord submitted documentary evidence which was confirmed received by the tenant. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served as per sections 81 and 82 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks an order to cancel the 1 Month Notice. The tenant has provided written submissions stating,

They told me to clean up my yard year before winter. I did. This year I had a bunch of my empties outside in my yard and they just give me an eviction notice with no warning. My yard is now immaculate clean.

On March 26, 2016 the landlord served the tenant with the 1 Month Notice dated March 26, 2016. The 1 Month Notice displays an effective end of tenancy date of May 1, 2016 and sets out one reason for cause as:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

With the 1 Month Notice was a letter dated March 26, 2016 which states in part,

As you have chosen to ignore our requests and you are in breach of conditions of the Rules and Regulations of the park we are issuing you a one month notice to vacate.

One again find enclosed a copy of the R&R's, a signed copy that read and understood all conditions in the R&R's.

Both parties have submitted copies of the Manufactured Home Park's Rules and Regulations which were signed by the tenant and all occupants.

The landlord has also submitted copies of 5 written notices from the landlord the tenant for:

August 23, 2011	Re: Clean-Up your Yard and Deck.
May 22, 2013	Re: Clean-Up and Lawn Cutting
May 21, 2014	Re: Clean-Up and Lawn Cutting
July 23, 2014	Re: Unlicensed Vehicle
November 2, 2015	Re: Clean-Up

In each notice the landlord requests that the tenant comply with Park Rules and Regulations regarding or that failing to do so may result in a One Month Eviction Notice for Cause. The notice(s) in part refer to several requests both verbal and in writing to comply with the Park Rule and Regulations.

During the hearing the landlord indicated that the tenant has now complied with the Park Rules and Regulations and is satisfied with the tenant's efforts to clean-up the property site.

The landlord stated that she is now cancelling the 1 Month Notice dated March 26, 2016 as the tenant has complied with the written notice.

As landlord has cancelled the 1 Month Notice no further action is required. 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: April 29, 2016

Residential Tenancy Branch