



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the applicant's request pursuant to the *Manufactured Home Park Tenancy Act* ("the Act") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 39.

Preliminary Issue

Section 45 of the Act provides the requirements for both the form and content of a notice to end tenancy.

45 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the manufactured home site,
- (c) state the effective date of the notice,
- (d) except for a notice under section 38 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

[emphasis added]

Out the outset of this hearing, the landlord acknowledged that she had used the wrong Notice to End Tenancy (the 10 Day Notice) to attempt to have the applicant vacate the manufactured home park. She testified that she was uncertain which form was appropriate in the circumstances. She testified that the applicant does not pay rent to her – his mother does. She testified the applicant's mother is the individual who is legally entitled to reside in the rental unit. On the 10 Day Notice to End Tenancy submitted for this hearing, the landlord did not provide any outstanding rental or utility amount or the due date that the unpaid rent originated from. Based on the landlord's

lack of information on the 10 Day Notice, I find that the landlord has not stated the grounds for ending the tenancy in a meaningful way.

The landlord also failed to indicate whether the 10 Day Notice issued to the applicant was issued pursuant to the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act* once again providing insufficient information in her Notice to End Tenancy.

In consideration of the testimony of both parties and considering that the Notice to End Tenancy issued by the landlord lacks the requisite detail, I find that the 10 Day Notice issued by the landlord is of no force and effect.

Furthermore, the landlord and applicant agreed that the manufactured home is owned by the applicant's mother. Based on the information provided at this hearing by the landlord and the tenant, it was unclear whether the applicant's mother owns both her home and the site or just the home. The applicant is not a signatory to a tenancy agreement with the landlord, according to the information provided by both parties. The landlord testified that the applicant may not be a "tenant" under the Act but that he may just be an occupant living with his mother.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent is of no force and effect.

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 19, 2017

Residential Tenancy Branch