



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 tenant's application 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 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]

In this case, the landlord acknowledged that she had used the wrong form to attempt to have the applicant vacate the manufactured home park site. She testified that she was uncertain which form was appropriate in the circumstances. On the 10 Day Notice to End Tenancy submitted for this hearing, the landlord did not provide any outstanding rental or utility amount or what due date the unpaid rent stemmed 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 did not indicate whether the 10 Day Notice issued applied to the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act* thereby again provided insufficient information in her Notice to End Tenancy.

Furthermore, the landlord and applicant agreed that the manufactured home park site is owned by the applicant's mother. The applicant is not signatory to any agreement with the landlord, according to the information provided by both parties at this hearing. She testified that the applicant may not be a proper tenant at the manufactured home site but just an occupant living with his mother.

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.

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 18, 2017

Residential Tenancy Branch