



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASSIDY MOBILE HOME PARK LTD.  
And [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC DRI FF

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) under the *Manufactured Home Park Tenancy Act* (“Act”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause (“1 Month Notice”), to dispute a rent increase, and to recover the cost of the filing fee.

The tenant, the daughter/agent of the tenant, and an agent for the landlord (“agent”) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence. As a result, I find the parties were sufficiently served in accordance with the *Act*.

### Preliminary and Procedural Matters

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure (“rules”) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to set aside the 1 Month Notice. I find that not all the claims on this application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant’s request to set aside the 1 Month Notice and the tenant’s application to recover the filing fee at this proceeding. The tenant’s application to dispute a rent increase is **dismissed, with leave to re-apply**.

Issue to be Decided

- Should the 1 Month Notice cancelled?

Background and Evidence

The parties agreed that a month to month tenancy began approximately 24 years ago.

The parties disagreed on the issuance of a 1 Month Notice. The tenant's position is that a letter dated November 1, 2017 indicating four complaints against the tenant and that eviction proceedings would start on December 1, 2017 was an eviction notice that needed to be cancelled to preserve her tenancy. The agent's position was that the letter was a warning and that an eviction notice would be issued after December 1, 2017 if the tenant did not address the four complaints.

Analysis

Based on the above the testimony of the parties, and on a balance of probabilities, I find as follows.

I have considered the testimony of the parties and I agree with the tenant that the letter could be construed as an eviction notice as I find the landlord used vague language by stating "eviction proceedings will start on December 1, 2017". Therefore, as section 40(3) requires that an eviction notice comply with the form and content provisions of section 45 of the *Act*, **I cancel** the 1 Month Notice/letter from the landlord as it is not a valid 1 Month Notice under the *Act*.

**I ORDER** the tenancy to continue until ended in accordance with the *Act*.

As the tenant's application was successful, and pursuant to section 65 of the *Act*, I grant the tenant a one-time rent reduction in the amount of **\$100.00** from a future month's rent, in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlord dated November 1, 2017 is invalid and of no force or effect. The tenancy shall continue until ended in accordance with the *Act*.

As the tenant's application was successful, and pursuant to section 65 of the *Act*, I grant the tenant a one-time rent reduction in the amount of \$100.00 from a future month's rent, in full satisfaction of the recovery of the cost of the filing fee.

The tenant's application to dispute a rent increase is dismissed with leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 23, 2018

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Residential Tenancy Branch