



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 40 of the *Manufactured Home Park Tenancy Act* (the *Act*) for cancellation of the Respondent's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that they received the 1 Month Notice posted on the door of their manufactured home by the Respondent on September 10, 2018, I find that the tenant was duly served with this Notice in accordance with section 81 of the *Act*. As the Respondent confirmed that they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on September 21, 2018, I find that the Respondent was duly served with this package in accordance with section 82 of the *Act*. Since the Respondent confirmed that they had received a copy of the tenant's written evidence, I find that the tenant's written evidence, the only information relevant to this application, was served in accordance with section 81 of the *Act*.

### Issues(s) to be Decided

Has a tenancy been established pursuant to the *Manufactured Home Park Tenancy Act*, such that the Respondent could issue the 1 Month Notice to the tenant? Should the 1 Month Notice be cancelled? If not, is the Respondent entitled to an Order of Possession?

### Background and Evidence

The 1 Month Notice cited the following reasons for ending this tenancy for cause:

*Tenant or a person permitted on the property by the tenant has:*

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *put the landlord's property at significant risk.*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

The tenant provided sworn testimony and written evidence that the tenant and another individual, co-tenant AH, purchased the manufactured home from the individual who sent the tenant the 1 Month Notice, the Respondent in this hearing, on April 1, 2018.

The Respondent confirmed that the tenant does not pay any rent to the Respondent for the use of the manufactured home rental site. The Respondent did not dispute the tenant's sworn testimony that the tenant pays the owner of this manufactured home park a monthly pad rental fee of \$269.00.

### Analysis

Based on the above undisputed sworn testimony, I find that the Respondent is not the tenant's landlord for the purposes of the *Act*. For that reason, the Respondent was in no position to issue the 1 Month Notice to the tenant. Only the owner of the manufactured home park or that owner's agent can issue a notice to end tenancy to a tenant who has a manufactured home on a manufactured home rental site.

As such, I allow the tenant's application to cancel the 1 Month Notice.

### Conclusion

The tenant's application to cancel the 1 Month Notice is successful. The 1 Month Notice of September 10, 2018 is cancelled and is of no continuing force or effect. The tenancy

between the tenant and the owner of the manufactured home park continues until ended in accordance with the *Act*.

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: November 02, 2018

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Residential Tenancy Branch