



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for cause and to recover the filing fee from the landlord for the cost of the application.

The landlord and both tenants attended the hearing and each party has provided evidentiary material in advance of the hearing. The landlord gave affirmed testimony.

### Issue(s) to be Decided

Has the landlord established that the notice to end the tenancy was given in accordance with the *Manufactured Home Park Tenancy Act*?

### Background and Evidence

The landlord testified that the tenants have been renting a manufactured home within the manufactured home park from another party who has a tenancy agreement with the landlord, however a copy has not been provided as evidence for this hearing. Rent is paid to the landlord by the party who has a tenancy agreement with the landlord.

The landlord further testified that on March 16, 2019 the landlord served the tenants in this application with a One Month Notice to End Tenancy for Cause by posting it to the door of the manufactured home, and a copy has been provided as evidence for this hearing. It is addressed to the tenants in this dispute, is dated March 16, 2019 and contains an effective date of vacancy of April 15, 2019. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park;

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

The landlord testified that the tenants' dog has chewed through cables installed for internet and/or cable television for all tenants in the park, and that has happened now on 4 separate occasions which has interrupted cable service for the park. Further, the Park Rules require that tenants sign a Pet Agreement, which the tenants have not returned to the landlord.

The tenants agreed to sign and provide a Pet Agreement to the landlord forthwith.

### Analysis

The *Manufactured Home Park Tenancy Act* defines a landlord as:

**"landlord"**, in relation to a manufactured home site, includes any of the following:

- (a) the owner of the manufactured home site, the owner's agent or another person who, on behalf of the landlord, permits occupation of the manufactured home site under a tenancy agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant whose manufactured home occupies the manufactured home site, who
  - (i) is entitled to possession of the manufactured home site, and
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the manufactured home site;
- (d) a former landlord, when the context requires this;

In this case, neither the owner nor the owner's agent has a tenancy agreement with the tenants. The owner or the owner's agent has a tenancy agreement with another party who did not appear or take part in this hearing, and was not served with the notice to end the tenancy. A landlord may not claim that a tenant of a tenant has breached a material term of a tenancy agreement with the landlord, when the landlord has no tenancy agreement with any material terms with the tenants of the landlord's tenant.

Therefore, I cancel the One Month Notice to End Tenancy for Cause.

Since the tenants have been successful with the application, the tenants are entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the tenants in that amount.

Conclusion

For the reasons set out above, and by consent, I hereby order the tenants to complete and provide to the landlord a signed Pet Agreement forthwith.

The One Month Notice to End Tenancy for Cause dated March 16, 2019 is hereby cancelled.

I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 65 of the *Manufactured Home Park Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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: May 09, 2019

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Residential Tenancy Branch