



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL-4M   ERP   OLC   MNDC

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on April 9, 2019, and amended on March 29, 2019 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit, dated January 15, 2019 (the "Four Month Notice");
- an order that the Landlord make emergency repairs for health or safety reasons;
- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement; and
- a monetary order for money owed or compensation for damage or loss.

The Tenant attended the hearing at the appointed date and time, and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified the Landlord was served with the Application package and amendment by registered mail on April 29, 2019. A Canada Post registered mail receipt was submitted in support. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received 5 days later. In the absence of evidence to the contrary, I find the Application package and amendment are deemed to have been received by the Landlord on May 4, 2019.

The Tenant was provided an opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

With respect to the Four Month Notice, the Tenant testified that the named Landlord no longer operates the manufactured home park in which he resides. A new owner has been in place since April 1, 2019. The Tenant testified he pays rent to the new owner in the amount of \$754.00 per month. As the Landlord did not attend the hearing to provide evidence in support of the Four Month Notice, I find it is canceled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the *Act*.

With respect to the remainder of the Tenant's claims, I find the Tenant's concerns should be addressed with the new landlord and I grant the Tenant leave to reapply as appropriate.

### Conclusion

I order that the Four Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The Tenant is granted leave to reapply for the remainder of the relief sought as appropriate.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 24, 2019

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Residential Tenancy Branch