



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution seeking remedy under the *Manufactured Home Park Tenancy Act* ("Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause that was not fully dated ("1 Month Notice").

The tenant, a legal advocate for the tenant JK ("advocate"), a support person for the tenant SS ("support"), the landlord, the spouse of the landlord BL, and legal counsel for the landlord ("counsel") attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present any documentary evidence was the submitted in accordance with the Rules of Procedure.

Neither party raised any concerns regarding the service of documentary evidence during the hearing.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?

### Background and Evidence

The parties agreed that a month to month tenancy began in the summer of 2013. Currently the monthly site rent is \$360.00 per month and is due on the first day of each month.

The tenant submitted a copy of the 1 Month Notice in evidence. The 1 Month Notice is not fully dated and is missing the day in which the notice was issued. The 1 Month

Notice states that it was posted to the tenant's door on April 27, 2019; however, the issue day of April 2019 is missing. In addition, the landlord name is missing from the 1 Month Notice under the Landlord information section. The cause listed on the 1 Month Notice states:

Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

In the Details of Cause section, the landlord writes:

- Disturbing the enjoyment of other tenants. Attachments 14 pages
- Affecting the safety others
- Breeching the agreement – statements on 2016/07/19 and 2018/04/07

Although counsel and the landlord were asked on multiple occasions to present the 14 page attachment that the landlord writes was attached to the 1 Month Notice, it was 39 minutes into the hearing before the landlord could confirm where those 14 pages were in evidence and in order that were attached to the 1 Month Notice. It was at this point in the hearing, that the parties were advised that the 1 Month Notice did not comply with section 45 of the *Act*, which I will address further below.

As a result, I did not find it necessary to consider any further testimony from either party.

### Analysis

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

Section 45 of the *Act* applies and states:

#### **Form and content of 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]

Based on the above, I find the 1 Month Notice is missing the full date it was issued as the date is listed as April 2019 and is missing the day in April it was issued. While the 1 Month Notice indicates the day it was served, the landlord is encouraged to fully complete the 1 Month Notice in compliance with section 45 of the *Act* in the future.

In addition, the landlord is encouraged to include their name under the Landlord section of the 1 Month Notice in the future.

Based on the above, I cancel the 1 Month Notice as the 1 Month Notice does not comply with section 45 of the *Act* and has no force or effect as a result.

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

### Conclusion

The tenant's application is successful. The 1 Month Notice is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

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: June 17, 2019

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Residential Tenancy Branch