



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenants' application for dispute resolution under the Manufactured Home Park Tenancy Act (the "Act"). The tenants applied for an order cancelling the landlord's One Month Notice to End Tenancy for Cause (the "Notice") and for recovery of the filing fee paid for this application.

The hearing process was explained to the attending parties and they were given an opportunity to ask questions about the hearing process.

Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, respond to the other's evidence, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the landlord's Notice and to recover the filing fee paid for this application?

Background and Evidence

The tenant, GH, submitted that the tenancy began in 2007; the landlord submitted that he does not have a tenancy with these tenants as the manufactured home was owned by someone else and there was never an agreement with these tenants.

The tenants submitted a copy of the Notice which is the subject of this application, showing it was dated on June 26, 2019, for an effective move out date of August 1, 2019. The Notice

indicated the landlord served the Notice to the tenants by mail, but did not indicate the date it was mailed.

The Notice did not list any causes, as none of the boxes associated with each alleged cause on the approved Residential Tenancy Branch (“RTB”) form used by the landlord was marked.

As the Notice did not list any alleged causes, it was not necessary to hear from either party in support of or in response to the Notice.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

In order to end a tenancy under section 40 of the Act for alleged cause, as is the case before me, the landlord is required to state a reason for which he seeks to end the tenancy. As the landlord failed to mark any reasons or causes, I find the Notice is not valid.

I therefore grant the tenants’ application and order that the Notice dated and signed June 26, 2019, be cancelled and of no force or effect, with the result that the tenancy continues until it may otherwise end under the Act.

I also grant the tenants recovery of the filing fee of \$100.00. The tenants are authorized to deduct the amount of \$100.00 from their next or a future month’s rent payment in satisfaction of this monetary award. The tenants are to advise the landlord when they make this deduction from their monthly rent.

Conclusion

The tenants’ application has been granted as I have ordered that the landlord’s One Month Notice to End Tenancy for Cause dated June 26, 2019, is cancelled.

The tenants have been granted their filing fee of \$100.00.

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: September 10, 2019

Residential Tenancy Branch