



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 for dispute resolution under the Manufactured Home Park Tenancy Act (the "Act"). The tenant applied for an order cancelling the landlord's One Month Notice to End Tenancy for Cause (the "Notice") and for more time to file an application to dispute the Notice.

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 were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") 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

Is the tenant entitled to more time to file an application to dispute the Notice?

If so, is the tenant entitled to an order cancelling the landlord's Notice?

Background and Evidence

The evidence showed that the tenancy began on July 1, 2013 and monthly pad rent is \$300.00.

The tenant submitted a copy of the Notice which is the subject of this application, showing it was dated August 7, 2019, for an effective move out date of September 7, 2019. The tenant submitted that she received the Notice on August 10, 2019.

The landlord said that he served the Notice to the tenant on August 8, 2019, by personal delivery.

In her application, the tenant submitted that the Notice does not say why she received the "30 day notice". The tenant said she received only the first page of the Notice.

In their evidence and in response at the hearing, the landlord confirmed that they served the tenant with only the first page of the two-page Notice; however, they sent the second page in their evidence submitted October 4, 2019.

As the Notice did not list any alleged causes, which are listed on the second page, 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's Notice must comply with section 45 of the Act, as to form and content.

Section 45 states that the Notice must be in the approved form, which in this case is a two page document. As the landlord served only the first page, I find it was not on the approved form. As such, the landlord failed to state the grounds for ending the tenancy, as those grounds are on the second page. Additionally, the second page contains information for the tenant.

As the landlord failed to serve a Notice in the approved form, I find the Notice is not valid.

I therefore grant the tenant's application and order that the Notice dated and signed August 7, 2019, be cancelled and is of no force or effect, with the result that the tenancy continues until it may otherwise end under the Act.

As I have determined that the tenant received an invalid and unenforceable Notice, which did not provide information to the tenant about deadlines for applying to dispute the Notice, I find it was not necessary to consider her request for more time to file an application to dispute the Notice.

Conclusion

The tenant's application has been granted as I have ordered that the landlord's One Month Notice to End Tenancy for Cause dated August 7, 2019, is cancelled.

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: October 25, 2019

Residential Tenancy Branch