



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M.ALLEN LOGGING COMPANY  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNE, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *MHPTA*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for End of Employment (the 1 Month Notice) pursuant to section 41;
- authorization to recover the filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. 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.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy be cancelled? If not, is the landlord entitled to an order of possession?

Are the tenants entitled to the recovery of the filing fee for this application from the landlord?

### Background and Evidence

The landlord gave the following testimony. The tenants moved onto the property in September 1998. The landlord testified that he used the property to house his workers for his logging company. The landlord testified that RH worked for him up until 2007.

The landlord testified that after RH stopped working for him, he charged him \$50.00 for the pad rental that later went up to \$100.00. The landlord testified that he was just “too soft hearted” to ask the tenants to leave and they remained on the property since 2007 without working for him. The landlord testified that he now requires their pad as he is running out of space, so he issued a One Month Notice to End Tenancy on November 8, 2019 for the following reason:

*Tenants rental unit/suite is provided by the employer to the employee to occupy during the term of employment and the employment has ended.*

Counsel for the landlord submits that section 41(2) of the MHPTA does not specify that a notice must be given in a prescribed timeframe and therefore that option was still open to the landlord even though the employment ended over 12 years prior.

Counsel for the tenants made the following submissions. Counsel submits that the parties initially engaged in a tenancy arrangement, then a work arrangement and then again, a tenancy arrangement over the past 20 years. Counsel submits that the parties have been conducting themselves in a tenancy arrangement since 2007 and therefore the landlord has waived his right to now issue a notice to end tenancy for end of employment.

### Analysis

When a landlord issues a notice to end a tenancy, they bear the burden of providing sufficient evidence to support the issuance of the notice. Both parties discussed numerous peripheral issues such as what the land use was for in the 1960's and how that changed in 2008 regarding “Special Use Permits”. However, I find that the central issue is that the parties both agreed that RH stopped working for the landlord in 2007. The parties further agreed that the tenants were paying rent for the pad rental since that time. It is clear to me that the employment arrangement had ended in 2007 and that a tenancy arrangement had been agreed to and entered in since November 2007. In the result, I find that the basis for which the notice was issued is not relevant and does not apply to the situation before me on this date, accordingly; the notice to end tenancy dated November 8, 2019 is hereby set aside, it is of no effect or force.

As the tenants were successful in this application, they are entitled to the recovery of the \$100.00 filing fee. The tenants are entitled to a one time rent reduction from future rent payable.

Conclusion

The notice to end tenancy is cancelled. The tenancy continues.

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: February 25, 2020

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Residential Tenancy Branch