



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 664299 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40.

The tenant attended the hearing via conference call and provided undisputed affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the owner was served with the notice of hearing package via Canada Post Registered Mail on July 10, 2020 and the park manager was served in person on July 10, 2020. The tenant stated that a copy of the Canada Post Tracking label and a signed confirmation of receipt by the manager were provided as proof of service.

I accept the undisputed affirmed evidence of the tenant and find that the landlord was properly served as per sections 81 and 82 of the Act. Although the landlord did not attend, the landlord is deemed sufficiently served as per section 83 of the Act.

At the outset, the tenant's application was clarified in that she states that she did not make a request to cancel a 10 Day Notice. On this basis, I find that a clerical error has occurred and that this portion of the application is dismissed. No further action is required.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant provided undisputed affirmed evidence that on July 2, 2020, the landlord served the tenant with the 1 Month Notice dated July 2, 2020 in person. The 1 Month Notice sets out an effective end of tenancy date of August 31, 2020 and that it was being given as:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The details of cause listed state:

See Attachment A
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Attachment A is a 1 page typed chronology of events from April 23, 2019 to June 18, 2020. It summarizes that the tenant is allowed 2 dogs onsite and has 3 dogs for which permission was not requested or given by the landlord.

The tenant disputes these claims.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

The landlord did not attend or submit any documentary evidence in support of the 1 month notice dated July 2, 2020.

On the basis of the landlord's lack of evidence and the tenant's dispute, I find, on a balance of probabilities, that the landlord has failed to prove that the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The tenant's application is granted. The 1 month notice dated July 2, 2020 is set aside and the tenancy shall continue.

Conclusion

The tenant's application to cancel the 1 month notice is granted.

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: August 11, 2020

Residential Tenancy Branch