



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenant pursuant to sections 49, 55 and 65 of the *Manufactured Home Park Tenancy Act*. The tenant applied for an order setting aside a notice to end this tenancy for landlord's use of property and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant was accompanied by Legal Counsel. The executor of the landlord's estate attended the hearing along with Legal Counsel and an observer.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Should the notice to end tenancy be set aside?
Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The parties agreed that the tenancy started in May 1991. The monthly rent is \$350.00 payable on the first of each month.

The tenant stated that on July 31, 2020, she was served with a notice to end tenancy for landlord's use of property by way of a type written letter. The tenant made application to dispute the notice to end tenancy. A copy of the letter was filed into evidence.

Analysis

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.

Section 45(e) of the *Manufactured Home Park Tenancy Act* provides that to be effective to end a tenancy, a notice given by the landlord must be in the approved form. I find that the notice in this case is not in the approved form and therefore cannot be effective to end the tenancy. For that reason, I order that the notice be set aside and is of no force or effect. As a result, the tenancy will continue.

Since the tenant need not have applied to dispute the type written notice, the tenant must bear the cost of filing her application.

Conclusion

The notice is set aside and the tenancy will continue.

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 24, 2020

Residential Tenancy Branch