



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FFT

Introduction

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

- cancellation of the landlords' 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; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 65.

The landlord participated in the teleconference that was scheduled on this date for 1:30 p.m. The tenant did not dial into the conference. The landlord was given full opportunity to provide oral and documentary evidence, to make submissions and arguments. The landlord gave affirmed testimony.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the tenant chose not to participate in this teleconference or submit any documentation for this hearing, I hereby dismiss their application in its entirety without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an order of possession based on the 10 Day Notice?

Is the landlord entitled to an order of possession based on the 1 Month Notice?

Background and Evidence

The landlord gave the following testimony. The tenancy began about 5 years ago with the monthly rent of \$450.00 due on the first of each month. The landlord testified that the tenant did not pay the rent for April 2021. The landlord testified that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on April 6, 2021. The landlord testified that the tenant hasn't paid the rent for May 2021 either. The landlord testified that she issued a One Month Notice to End Tenancy but couldn't remember when she issued it.

Analysis

When a landlord issues a notice to end tenancy, they must provide sufficient evidence to support the issuance of the notice. The landlord did not submit a copy of either notice for this hearing. The tenant only provided the first page of the 10 Day Notice to End Tenancy and the One Month Notice to End Tenancy. The landlord did not provide a copy of the tenancy agreement reflecting the amount of rent payable and when it is due. In the case before me neither party has supplied a complete copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to the landlord. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist to end a tenancy when there is cause. In addition, without a complete copy of the 10 Day Notice, I am unable to ascertain the pertinent and necessary details as to whether the landlord is entitled to an order of possession or not.

Conclusion

As there is not a complete copy of the One Month Notice before me or a complete copy of the 10 Day Notice, and the substance of those notices are in dispute, I set aside any notice issued by the landlord to the tenant up until the date the tenant filed for dispute resolution; April 8, 2021. Any Notices issued after that date will need to be dealt with in a separate hearing. As the tenant has not called into this conference, the remainder of the tenants' application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 10, 2021

Residential Tenancy Branch