



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hyland Homes Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, OLC, MNDCT, RR, PSF

Introduction

The tenant filed an Application for Dispute Resolution on May 21, 2021 seeking the cancellation of two notices to end tenancy. Additionally, they are seeking the landlord's compliance with the legislation and/or the tenancy agreement, compensation for monetary loss, a reduction in rent for repairs, and the landlord's provision of services/facilities. The matter proceeded by way of a hearing pursuant to s. 67(2) of the *Manufactured Home Park Tenancy Act* (the "Act") on September 23, 2021.

In the conference call hearing I explained the process and offered the parties the opportunity to ask questions. Both the Applicant tenant and the Respondent landlord attended the hearing.

Preliminary and Procedural Issues

In the hearing I informed the parties that the tenant's request for repairs, rent reduction, monetary compensation, the landlord's compliance and provision of services/facilities were not at issue. By application of the *Residential Tenancy Branch Rules of Procedure*, Rule 2.3., these issues are unrelated, and I dismiss these portions of the tenant's Application. The tenant can file a new and separate application to address these sub-issues. The most important and pressing matter is the landlord's issuance of notices to end tenancy, which as of the date of the hearing remained unresolved.

The tenant stated that they delivered the notice of this dispute resolution hearing to the landlord's address via registered mail. The landlord confirmed they received this information. There was no documentation provided by the tenant, neither to this office nor to the landlord.

The landlord stated they provided evidence in response to the tenant's notice of this hearing; however, there is no copy of either the 10-Day Notice or the One-Month Notice, or any other documentary evidence, in support of the landlord wanting to end the tenancy.

In this matter, the landlord bears the burden of proving the validity of a notice to end the tenancy they serve to the tenant. With no copy of either notice submitted, I cannot determine if the landlord issued a proper notice to end tenancy in compliance with s. 45 of the *Act*. As a result, the landlord has not met the burden of proof.

The tenant's Application is granted. I order the 10-Day Notice is cancelled; similarly, I order the One-Month Notice is cancelled. Both documents are of no force or effect; therefore, the tenancy shall continue.

Conclusion

For the reasons above, I order that the notices to end tenancy issued by the landlord on May 13, 2021 are cancelled, and the tenancy remains in full force and effect.

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

Dated: September 27, 2021

Residential Tenancy Branch