



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- authorization to recover his filing fee for this application from the landlords pursuant to section 60.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenants served the landlord with the notice of hearing package in person. The tenants stated that they did not serve the submitted documentary evidence to the landlords. The landlords stated that they served the tenants with their submitted documentary evidence via email. The tenants disputed this claim stating that no evidence was served.

I accept the affirmed evidence of both parties and find that both parties have been sufficiently served with the notice of hearing package in person. On the tenants' submitted documentary evidence, I find that no service was made and as such the tenants documentary evidence is excluded from consideration in this hearing. On the landlords' submitted documentary evidence, I find that with no pre-agreement for service by email and no supporting evidence of proof of service that the landlords' documentary evidence shall be excluded from consideration as I find on a balance of probabilities the tenants were not served.

Extensive discussions also took place regarding the tenants' application for dispute. Despite the tenants claims that a copy of the 1 month notice was submitted as

evidence, repeated efforts to locate the 1 month notice were unsuccessful. The landlords also confirmed that they did not submit a copy of the 1 month notice.

Further discussions revealed both parties confirming that the landlords had issued 2 Notice(s) to End Tenancy, neither of which were provided for the hearing. Repeated attempts to discern the details of the 1 month notice in dispute by the tenant were unsuccessful. The only details available were that the landlord served a 1 month notice to the tenant on June 4, 2021 and another on July 10, 2021, both of which do not coincide with the tenant's application that he was served with a 1 month notice on June 6, 2021.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a 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 both parties as well as repeated attempts to discern the details of the notice. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice. On this basis, the tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. The merits of the 1 month notice were not addressed.

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: October 18, 2021

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Residential Tenancy Branch