



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mountain House Ranch Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OPC, OLC, FFT

### Introduction

This hearing was set to deal with cross applications. The tenants applied for cancellation of a One Month Notice to End Tenancy for Cause ("1 Month Notice"); and, orders for the landlord to comply with the Act, regulations, or tenancy agreement. The landlord applied for an Order of Possession based on the 1 Month Notice.

The landlord's agent appeared at the hearing and was affirmed. There was no appearance on part of the tenants despite leaving the teleconference call open at least 30 minutes.

As for service of the landlord's Application for Dispute Resolution and evidence, the landlord's agent testified that the documents were given to the female tenant, in person, on August 27, 2021. In the absence of any evidence to the contrary, I accepted that the tenants were served as described by the landlord's agent and I continued to hear from the landlord's agent without the tenants present.

I noted that the name of the landlord was different on the applications before me. The landlord's agent confirmed the tenants correctly named the corporate landlord, whereas the landlord's agent had used the name of the park on her Application for Dispute Resolution. The landlord's application was amended, with consent, to use the landlord's legal name.

The landlord's agent confirmed receipt of the tenant's Application for Dispute Resolution. Since the tenant's did not appear at the hearing to present a basis for obtaining orders for compliance, I dismissed that remedy with leave to reapply. Since both parties sought remedy with respect to the 1 Month Notice, I continued to hear from the landlord with a view to determining whether the tenancy should end based on the 1 Month Notice.

The landlord's agent stated that she does not seek to end the tenancy at this point in time considering the tenant's age and health issues, and the lack of housing in the area. Rather, the landlord's agent stated she would rather obtain an order from me for the tenants to remove their dog.

I considered the request during the hearing; however, upon further deliberation, I am of the view that to consider that remedy would not be procedurally fair to the tenants in their absence as they had responded to the landlord's attempt to evict them.

In light of the above, I cancel the 1 Month Notice dated July 3, 2021 and if the landlord seeks orders for compliance against the tenants the landlord may make such an application.

### Conclusion

The 1 Month Notice dated July 3, 2021 is cancelled and the tenancy continues at this time.

Both parties indicated they seek orders for compliance against the other party and they may pursue such remedy by filing another Application for Dispute Resolution.

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: November 24, 2021

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Residential Tenancy Branch