



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNR, LRE, OLC, AS, AAT, PSF, FFT**

### Introduction

The hearing was convened as a result two applications made by the Tenants under the Manufactured Home Park *Tenancy Act* (the “Act”) for:

- cancellation of the Landlord’s 10 Day Notices to End Tenancy for Unpaid Rent or Utilities dated July 7, 2021 and September 6, 2021 (collectively, the “10 Day Notices”) pursuant to section 39;
- an order to suspend or set conditions on the Landlord’s right to enter the home site pursuant to section 63;
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulation* and/or tenancy agreement pursuant to section 55(3);
- an order to allow the Tenants to assign or sublet the rental unit when the Landlord has unreasonably withheld or denied permission pursuant to section 58(1);
- an order for the Landlord to allow the Tenants or the Tenants’ guest to access the home site pursuant to sections 24 and 55(3);
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 55(3); and
- authorization to recover the filing fee for tis application from the Tenant pursuant to section 65(1).

The Tenants did not attend this hearing, although I left the teleconference hearing connection open for the entire hearing, which ended at 11:13 am, in order to enable the Tenants to call into this teleconference hearing scheduled for 11:00 am. The Landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also

confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord stated that the parties had reached a settlement to resolve the issues in the Tenants' application.

As such, the Landlord stated that he was no longer seeking to uphold the 10 Day Notices. In a Tenant's application to cancel a notice to end tenancy, the Landlord bears the evidentiary burden. As the parties have reach a settlement, the Landlord presented no evidence as to the validity of the 10 Day Notices. Accordingly, I cancel the 10 Day Notices.

The Tenants bear the evidence burden for the balance of their claims. As did not attend the hearing by 9:40 am, they have failed to discharge their burden. A such, I dismissed the Tenants' application with leave to reapply. This is not an extension of any statutory deadline.

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 12, 2021

---

Residential Tenancy Branch