



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century Mobile Home Park and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

Pursuant to section 51 of the *Manufactured Home Park Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), pursuant to section 39.

I left the teleconference connection open until 11:25 A.M. to enable the tenant to call into this teleconference hearing scheduled for 11:00 A.M. The tenant did not attend the hearing. The landlord, represented by agent ER (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. Agent SE also attended. 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's agents and I were the only ones who had called into this teleconference.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 87(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

I accept the landlord's testimony that he received the notice of hearing on August 17, 2021. Based on the landlord's testimony, I find the tenant sufficiently served the notice of hearing, in accordance with section 64(2)(c).

SE sold the manufactured home park on October 01, 2021. ER is the agent of the current owner.

I note that section 48 (1.1) of the Act requires that when a tenant submits an application for dispute resolution seeking to cancel a notice to end tenancy issued by a landlord under section 39 of the Act, I must consider if the landlord is entitled to a monetary order if the application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the Act:

If an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 39 [landlord's notice: non-payment of rent], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

Issues to be Decided

Is the tenant entitled to cancellation of the Notice?

If the tenant's application is dismissed, is the landlord entitled to an order of possession and a monetary order for unpaid rent?

Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending party, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the tenant's claim and my findings are set out below. I explained rule 7.4 to the attending party; it is the landlord's obligation to present the evidence to substantiate the Notice.

The landlord affirmed the tenancy started on April 01, 2019. Monthly rent is \$294.00, due on the first day of the month.

The landlord testified he served the Notice in person on July 12, 2021 and the tenant continues to occupy the rental site. The Notice is dated July 12, 2021.

The landlord stated he is not seeking an order of possession or a monetary order based on the Notice.

Analysis

Pursuant to Rule of Procedure 6.6, the landlord has the onus of proof to establish, on a balance of probabilities, that the notice issued to end tenancy is valid. This means that

the landlord must prove, more likely than not, that the facts stated on the notice to end tenancy are correct.

As the landlord affirmed he is not seeking an order of possession or a monetary order based on the Notice, I find the landlord has failed to satisfy his burden of proving the validity of the Notice. Thus, the Notice is cancelled.

Conclusion

The Notice dated July 12, 2021 is cancelled and of no force or effect. This tenancy will continue in accordance with the Act.

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: December 03, 2021

Residential Tenancy Branch