



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE-MT, CNR-MT, PSF, LRE, OLC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to submit an application to cancel a notice to end tenancy; to cancel a notice to end tenancy for unpaid rent; to cancel a notice to end tenancy for end of employment; seeking an order to restrict the landlord's access to the site; and an order to have the landlord provide services and facilities.

The hearing was conducted via teleconference and was attended by two agents of the landlord. The tenant did not attend.

I note that because this is an Application for Dispute Resolution submitted by the tenant includes a portion seeking to cancel a notice to end tenancy issued by the landlord, Section 48 of the *Manufactured Home Park Tenancy Act (Act)* requires I issue an order of possession to the landlord if the landlord's notice complies Section 45 of the *Act* and I either dismiss the tenant's application or uphold the landlord's notice to end tenancy.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to apply to cancel a notice to end tenancy; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to cancel a One Month Notice to End Tenancy for End of Employment; to an order restricting the landlord's access to the site; to an order to have the landlord provide services or facilities required by law, pursuant to Sections 21, 23, 39, 41, 45, 48, and 59 of the *Act*.

Background and Evidence

The tenant submitted into evidence copies of documents from the landlord entitled "This is your Eviction Notice". One document is dated August 17, 2021 and the next is dated October 26, 2021. Both of these documents outline that the tenant owes rent and utilities and that landlord seeks to end the tenancy on August 31, 2021 or November 30, 2021.

Analysis

Section 39 allows a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. However, a notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this *Act* to deduct from rent.

In addition, within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the notice has no effect, or dispute the notice by making an Application for Dispute Resolution.

The section goes on to say that if a tenant who has received a notice under this section does not pay the rent or dispute the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit to which the notice relates by that date.

As the tenant has failed to attend this hearing, I dismiss the tenant's Application seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

In addition, I note that there was no evidence provided that the tenant ever received a One Month to End Tenancy for End of Employment. As such, and in the absence of the tenant, I dismiss this portion of the tenant's Application.

Section 48(1) states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession if the landlord's notice complies with Section 45 and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Section 45 of the Act requires that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the manufactured home site,
- (c) state the effective date of the notice,
- (d) except for a notice under section 38 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

As the landlord's "Eviction Notice" (or Notice to End Tenancy for Unpaid Rent) is a typewritten document and not in the approved form, I find the Notice to End Tenancy does not comply with the requirements set forth under Section 45, specifically Section 45(e). In addition, since there is no evidence before me that the tenant was issued a

One Month Notice to End Tenancy for End of Employment, there is no evidence that such a notice conforms with Section 45.

As a result, I decline to issue the landlord an order of possession for either Notice to End Tenancy.

Conclusion

In the absence of the tenant, I dismiss the tenant's Application for Dispute Resolution, in its entirety, without leave to reapply.

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: March 24, 2022

Residential Tenancy Branch