



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Phillip Jadamar Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR-MT, LRE, OLC**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 39 and 55 of the Act;
2. More time to dispute the notice pursuant to Section 59 of the Act;
3. An Order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to Section 63 of the Act; and,
4. An Order for the Landlord to comply with the Act, regulations and tenancy agreement pursuant to Section 55 of the Act.

The hearing was conducted via teleconference. The Tenant and Witness, SL, attended the hearing at the appointed date and time and provided affirmed testimony. The Landlords did not attend the hearing. 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 Tenant and I were the only ones who had called into this teleconference. The Tenant was given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Tenant that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Tenant testified that she was not recording this dispute resolution hearing.

The Tenant confirmed that she personally served the corporate Landlord and Landlord RL with the Notice of Dispute Resolution Proceeding package for this hearing (the

“NoDRP package”). Witness SL said they drove the Tenant out to the corporate Landlord’s office and to Landlord RL’s acreage and witnessed the Tenant personally serving the NoDRP package to both Landlords. I find that the Landlords were served with the NoDRP package for this hearing in accordance with Section 82(1)(a) of the Act.

The Tenant stated the 10 Day Notice was handed to her stepbrother when the trailer park’s son came down to her trailer. The 10 Day Notice was made out to RL, one of the Landlords named in this matter, who was the previous owner of the trailer the Tenant now owns through a rent-to-own process. The Tenant uploaded pages one and three of the 10 Day Notice in her documentary evidence, but she did not upload page two. I cannot find that the 10 Day Notice was served on Landlord RL, and although given to the Tenant’s stepbrother, the 10 Day Notice was not issued to the Tenant. Also, Section 45 of the Act states to be effective, a notice to end a tenancy must be in writing and must:

Form and content of notice to end tenancy

- (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. (emphasis mine)*

Neither Landlord attended this hearing to provide evidence and I find the 10 Day Notice does not comply in form and content specified by Section 45 of the Act as the grounds for ending the tenancy are omitted. I cancel the 10 Day Notice and the tenancy shall continue until it is ended in accordance with the Act.

The Tenant did not provide evidence on the other matters in her application, and I dismiss these claims with leave to re-apply.

Conclusion

The Tenant's application to cancel the Landlord's 10 Day Notice is granted.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 25, 2022

Residential Tenancy Branch