



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE PLEASANT VIEW MOTEL AND RV  
PARK and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Manufactured Home Park Tenancy Act* (Act). The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice) however, jurisdiction was raised at the first hearing on November 25, 2021. As a result, an Interim Decision was issued dated December 22, 2021 (Interim Decision). The Interim Decision should be read in conjunction with this Decision as I found that the Act does apply to these applications before me.

As per the Interim Decision, only the two applications to cancel the 1 Month Notices before me and the filing fee was considered at the reconvened hearing on April 4, 2022.

Attending the reconvened hearing were both tenants and the. The parties gave affirmed testimony and were provided the opportunity to present any documentary evidence was the submitted in accordance with the Rules of Procedure.

Neither party raised any concerns regarding service of documentary evidence at the reconvened hearing. As a result, I find the parties to be sufficiently served in accordance with the Act.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?
- If yes, are the tenants entitled to the recovery of the filing fee?

### Background and Evidence

Pursuant to my Interim Decision, both sites subject to this hearing which are described on the cover page of this Decision, fall under the Act as I have accepted jurisdiction to hear this dispute.

The tenants have submitted a copy of a letter dated September 10, 2021 (Letter), which does not state “1 Month Notice to End Tenancy for Cause” nor does the Letter refer to a 1 Month Notice to End Tenancy for Cause. The Letter does refer to moving off site to another site during construction and upgrades. Given this letter, the tenants submitted this application, in part, to dispute having to move from their respective sites.

During the hearing, the landlord testified that since the first hearing, the landlord has sold the property to a new owner, as of March 31, 2022. The landlord also testified that the new owner is not looking to do any upgrades or construction and will not be expecting the tenants to move sites.

### Analysis

Based on the above, the testimony and documentary evidence, and on a balance of probabilities, I find as follows.

Section 45 of the Act applies and states:

#### **Form and content of notice to end tenancy**

##### **45 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.**

[emphasis added]

The Letter is not in the prescribed form, Form RTB#33 (1 Month Notice) and as a result, **I cancel** the Letter as it is of no force or effect. Furthermore, I find the tenants were justified in making their application as jurisdiction was raised and ultimately, I found the Act does apply to this property.

**I ORDER** the tenancy to continue until ended in accordance with the Act pursuant to section 55(3) of the Act.

I grant both tenants a one-time rent reduction of **\$100.00** to be deducted from a future month of rent in full satisfaction of the recovery of the cost of their filing fees under the Act. I make this order pursuant to section 55(3) of the Act.

Conclusion

The Letter is not a 1 Month Notice and is of no force or effect. It has been cancelled and the tenancies will continue until ended in accordance with the Act.

I have addressed the filing fees above by way of a one-time rent reduction of \$100.00 for both parties from a future month of rent.

This decision will be emailed to all parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 4, 2022

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Residential Tenancy Branch