



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPC FF
 Tenant: CNC FF

Introduction

This hearing was convened as a result of a cross application for Dispute Resolution. A participatory hearing, via teleconference, was held on July 12, 2022.

The Tenants applied for the following relief, pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”):

1. cancellation of the Landlord’s 1 Month Notice to End Tenancy for Cause (the Notice) pursuant to section 40;
2. recovery of the filing fee for this application.

The Landlord applied for the following relief, pursuant to the *Act*:

1. an order of possession based off the Notice;
2. recovery of the filing fee for this application.

The Tenants attended the hearing and provided affirmed testimony. However, the Landlord did not appear. This matter was set for hearing by telephone conference call at 11:00 A.M. (Pacific Time) on July 12, 2022. The line remained open while the phone system was monitored for ten minutes and the Landlord did not call into the hearing during this time. Only the Tenants dialed in. Therefore, as the Landlord did not attend the hearing to support their own application by 11:10 A.M., I dismiss their entire application without leave to reapply.

With respect to the Tenants’ application, they stated they served the Landlord with their Notice of Dispute Resolution Proceeding and evidence package by registered mail on April 12, 2022. The Tenants provided registered mail tracking information. Pursuant to

section 83 of the Act, I find the Landlord is deemed to have received this package 5 days after it was mailed to them.

The Tenants were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Are the Tenants entitled to have the Landlord's Notice to End Tenancy cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background, Evidence, and Analysis

The Tenants stated that they received the Notice on or around March 29, 2022, and they filed to dispute the Notice on or around April 7, 2022. The Landlord selected the ground that the Tenants have been repeatedly late paying rent.

In the matter before me, the Landlord who issued the Notice has the onus of proof to prove that the Notice is valid. I find that the Landlord was properly served with the Notice of Dispute Resolution Proceeding and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing by 11:10 AM on July 12, 2022, I cancel the Notice received by the Tenants on or around March 29, 2022.

I Order the tenancy to continue until ended in accordance with the Act.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful in their application, I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution. The Tenants may deduct \$100.00 from one future rent payment.

Conclusion

The Tenant's application is successful. The Notice issued by the Landlord is cancelled.

The tenancy will continue until ended 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: July 14, 2022

Residential Tenancy Branch