



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNC, CNR, DRI, FF
For the landlord: OPC, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Manufactured Home Park Tenancy Act (Act).

The tenants applied for the following:

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) issued by the landlords;
- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord;
- to dispute a rent increase that is above the amount allowed by law; and
- recovery of the cost of the filing fee.

The landlord applied for the following:

- an order of possession of the manufactured home site pursuant to the Notice served to the tenants; and
- recovery of the cost of the filing fee.

The tenants and the landlord attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. The parties were affirmed.

Preliminary and Procedural Matters-

The tenant confirmed that he was no longer seeking to dispute a rent increase. The tenant also confirmed that he had not received a 10 Day Notice from the landlord. I therefore **dismiss** those requests, without leave to reapply.

The parties were informed that I had determined the 1 Month Notice issued by the landlord to the tenant was on an out-of-date form.

The 2-page form used by the landlord was dated (2007/07) and the current 1 Month Notice form is 3 pages and is dated (2021/11/30).

In an effort to still resolve the matters, I questioned the tenant as to what documents he received with the 1 Month Notice. The tenant said there was a letter dated May 1, 2022. In response to my further inquiry, he was not able to determine from the 1 Month Notice or the attached letter what the issues were.

For this reason, I could not proceed on the landlord's out-of-date form.

Analysis and Conclusion

Section 40 of the Act provides that a landlord may end a tenancy if they have sufficient cause for so doing.

When a landlord seeks to end a tenancy for any of the reasons listed in this section of the Act, the landlord is required to serve a notice which complies with section 45 as to form and content of the notice to end the tenancy.

Section 45 requires the following:

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,**

(e) **when given by a landlord, be in the approved form.**

[My emphasis added]

In the matter before me, I find the landlord's Notice was not in the approved form. The Notice used by the landlord is not in use by the Residential Tenancy Branch (RTB) now and the landlord used an out-of-date form. The current form requires the landlord to "describe what, where, and who caused the issue and include dates/times, names, etc. This information is required. An arbitrator may cancel the notice if details are not provided".

The current form includes a separate space for writing the required details as noted above and is 3 pages, providing specific information for landlords and tenants.

Tenancy Policy Guideline 18 states that an arbitrator may not amend a form which does not contain the required information.

For these reasons, I find the One Month Notice is not valid as it is missing the necessary and required information. The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, I **order** the One Month Notice in this matter is **cancelled** and is of **no force or effect**. The landlord is also reminded to use the up-to-date required form as required by section 45 of the Act in the future.

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

As the tenant's application was successful, I grant the tenant the recovery of the cost of the filing fee under section 65 of the Act in the amount of **\$100**. I grant the tenant a one-time rent reduction of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

As I have cancelled the 1 Month Notice, I also **dismiss** the landlord's application seeking enforcement of the 1 Month Notice and recovery of the filing fee, 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: September 16, 2022

Residential Tenancy Branch