



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0868732 B.C. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **FFT, CNC**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenant under the *Manufactured Home Park Tenancy Act* (the “Act”), to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), in addition to the recovery of the filing fee.

The Tenant, and the Landlord’s Agents; M.K., S.N., and T.L. attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Application and documentary evidence packages. As such, I find the above-mentioned documents were sufficiently served pursuant to section 82 of the *Act*.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer only to the relevant facts and issues in this decision.

### **Issue(s) to be Decided**

1. Is the Tenant entitled to an order cancelling the One Month Notice under the *Act*?
2. If the Tenant is unsuccessful in cancelling the One Month Notice, is the Landlord entitled to an Order of Possession pursuant to Section 48 of the *Act*?
3. Is the Tenant entitled to monetary compensation to recover the filing fee pursuant to section 60 of the *Act*?

### **Background and Evidence**

The Tenant stated that their tenancy started on January 1, 2021, however, the Landlord's Agents stated that the tenancy began on May 1, 2021. The parties agreed that the Tenant is required to pay rent in the amount of \$1,000.00 which is due on the first day of each month. The parties stated that they have entered into a "Option to Purchase" agreement in which the Landlord has collected a \$4,000.00 deposit which they continue to hold. The Tenant continues to occupy the rental unit.

The Tenant provided a copy of the One Month Notice to End Tenancy. I note the One Month Notice is not signed or dated by the Landlord. During the hearing, the Landlord's Agents could not explain why the One Month Notice lacks the date and signature.

### Analysis

I note that Section 48 of the *Act* requires that when a Tenant submits an Application seeking to cancel a Notice to End Tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a Notice to End Tenancy that is compliant with Section 45 of the *Act*.

Based on the above, I must now turn my mind to whether the One Month Notice issued by the Landlord complies with section 45 of the *Act* which 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.

The One Month Notice before me is NOT signed and dated by the Landlord. As a result, I find that the One Month Notice does not comply with section 45 of the *Act*, therefore, I

cancel the One Month Notice and I order the tenancy continue until it is ended in accordance with the *Act*.

As the Tenant was successful with the Application, I find that they are entitled to the return of the filing fee. I order that the Tenant is entitled to deduct \$100.00 from one (1) future rent payment.

### Conclusion

The Tenant's Application is successful. The One Month Notice served by the Landlord does not meet the requirements of Section 45 of the Act. The tenancy will continue until it is ended in accordance with the Act. The Tenant is permitted to deduct \$100.00 from one (1) future rent payment.

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: October 20, 2022

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Residential Tenancy Branch