



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868737 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for Orders as follows:

- cancellation of a 10 Day Notice to End Tenancy for unpaid rent (the 10 Day Notice), pursuant to section 39.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide testimony, to present evidence and to make submissions.

No issues were raised with respect to the service of the application and evidence submissions on file.

Issues

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on September 1, 2019. The current monthly pad rent is \$373.00 payable on the 1st day of each month.

The 10 Day Notice on file which is subject to this dispute is dated September 11, 2022 with an effective date of September 21, 2022. The tenant's application to cancel the 10 Day Notice was filed on August 16, 2022.

As the tenant's application pre-dated the 10 Day Notice, clearly there was an error in the dates on the 10 Day Notice. The tenant testified that the dates were incorrect when

they received the Notice. The landlord submitted the dates were not incorrect as there were multiple 10 Day Notices issued to the tenant. The landlord did not provide any copies the 10 Day Notice in dispute or any other 10 Day Notices. I note that the tenant also uploaded a copy of the 10 Day Notice on August 16, 2022; therefore, the September 11, 2022 had to be incorrect.

In addition to the above, only the first page of the 10 Day Notice was provided on file. The tenant testified that he only received the first page. The landlord submits that all pages were served but did not provide any evidence in support of service nor did the landlord submit a copy of the entire 10 Day Notice for my review.

Analysis

Section 39 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 10 Day Notice.

The 10 Day Notice on file was incomplete and was dated incorrectly. Accordingly, the 10 Day Notice dated September 11, 2022, is hereby cancelled and of no force or effect.

Conclusion

I allow the tenant's application to cancel the landlord's 10 Day Notice dated September 11, 2022, which is hereby cancelled and of no force or effect. This tenancy continues until it is 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: December 01, 2022

Residential Tenancy Branch