



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, via teleconference, was held on January 13, 2023. 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

B.M. was present at the hearing on behalf of the Tenants/applicants. The Landlord was present at the hearing. Both parties provided affirmed testimony. B.M. acknowledged receipt of the Landlord's evidence packages. The Landlord acknowledged receipt of the Tenants' application package, Notice of Dispute Resolution Proceeding, and evidence packages. No service issues were raised.

Both parties 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

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid.

B.M. acknowledged receipt of the Notice on August 17, 2022.

The Notice indicates the following reasons for ending the tenancy in the second page:

- Tenant has assigned or sublet the rental unit/site without Landlord's written consent.

Section 45 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, **give the address of the home site, state the effective date of the notice**, state the grounds for ending the tenancy, and be in the approved form, as quoted below:

### ***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.*

In this case, I note that the Landlord did not put the address of the home site in the relevant portion of the Notice, as follows:

I, the Landlord, give you One Month's Notice to move out of the rental unit/site located at:				
site/unit #	street # and name	city	province	postal code
You must move out of the rental unit by:		DD/MM/YYYY 31/08/22		

Further, the Landlord also failed to fill out the "details of cause" section of the Notice as follows:

Details of Cause(s): 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.

Details of the Event(s):

Given these deficiencies in the Notice, I find it does not meet the form and content requirements set forth under section 45 of the Act.

In light of the above, I grant the Tenants' request to cancel the Notice. Accordingly, the tenancy continues at this time and until such time it legally ends.

It is important to note that I have made no finding as to whether the Landlord has a basis under the Act for ending the tenancy. The Landlord remains at liberty to re-issue a Notice to End Tenancy should the Landlord decide to pursue eviction.

As the Tenant was substantially successful with the application, I grant the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

### Conclusion

The Notice issued on August 17, 2022, has been cancelled and the tenancy continues at this time.

I have made no finding as to whether there were sufficient grounds for eviction and the Landlord is at liberty to re-issue a notice to end tenancy if the Landlord so chooses.

The Tenant may deduct the amount of \$100.00 from 1 (one) 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: January 13, 2023