



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0545094 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNLC FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, via teleconference, was held on November 8, 2022, and March 3, 2023. The Tenants applied to cancel a 12 Month Notice to End Tenancy (the Notice) for Conversion of Manufactured Home Park, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act").

Both parties attended the first hearing and provided affirmed testimony. Only the Tenants attended the second hearing. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord confirmed receipt of the Tenants' Notice of Dispute Resolution Proceeding and initial evidence package. The Tenants stated they sent a second evidence package to the Landlord by registered mail on October 17, 2022. Proof of mailing was provided. Although the Landlord denies getting this package, pursuant to section 83 of the Act, I find this second package is deemed served 5 days after it was mailed.

The Landlord did not submit any documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Should the Notice be cancelled?

Background and Evidence

The Tenants stated that they rent a manufactured home site from the Landlord, and have done so since around 1999. The Tenants pay monthly pad rent of \$262.43. The Tenants own their own manufactured home and rent the home site from the Landlord.

The Landlord issued the Notice in order to convert the manufactured home park to a non-residential use or a residential use other than a manufactured home park. A copy of the Notice was provided into evidence.

The Tenants pointed out that the Notice has a couple critical errors on it. More specifically, the Tenants pointed out that they reside on home site #6, and the Landlord put two different home site addresses on the Notice itself. At the bottom of the Notice the address of the relevant home site is listed as unit #13. The Tenants were given 12 months to vacate from unit #13. Then, on the upper portion of the Notice, under "Tenant address", the Landlord indicated the Tenants' address is unit #15.

The Tenants were unsure why these other rental units were listed, and the Landlord did not have a clear explanation as to why this anomaly exists.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord's notice: landlord's use of property

42 (1) Subject to section 44 [tenant's compensation: section 42 notice], a landlord may end a tenancy agreement by giving notice to end the tenancy agreement if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

(2) A notice to end a tenancy under this section must end the tenancy effective on a date that

(a) is not earlier than 12 months after the date the notice is received, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

3) A notice under this section must comply with section 45 [form and content of notice to end tenancy].

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.

In this case, I note that the Landlord put an incorrect address on the relevant portion of the Notice, at the bottom of the page of that Notice. I note section 61 of the *Act* is as follows:

61 *(1) If a notice to end a tenancy does not comply with section 45 [form and content of notice to end tenancy], the director may amend the notice if satisfied that*

(a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and

(b) in the circumstances, it is reasonable to amend the notice.

In this case, I note the Landlord listed the Tenants' address incorrectly, on the same form, twice. Two different addresses were listed for the Tenants, both of which do not correspond to the home site that they occupy. I find this goes beyond a mere typographical mistake, and I do not find it is reasonable to amend the Notice in this case. Listing the correct address of the relevant home site is a fundamental component of the Notice.

As such, I do not find the Notice meets the form and content requirements set forth under section 45 of the *Act*.

Accordingly, I allow the tenants' application to cancel the 12 Month Notice. The landlords' 12 Month Notice, dated June 13, 2022, is hereby cancelled and of no force and effect. This tenancy is to continue until ended in accordance with the *Act*.

I allow the tenants to recover the filing fee for this application. They may deduct \$100.00 from one future rent payment.

Conclusion

I allow the tenants' application to cancel the 12 Month Notice. The landlords' 12 Month Notice, dated June 13, 2022, is hereby cancelled and of no force and effect. This tenancy is to 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: March 3, 2023

Residential Tenancy Branch