



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, CNL

Introduction

On April 13, 2023, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to Section 49 of the *Manufactured Home Park Tenancy Act* (the "Act").

On April 27, 2023, the Tenant amended his Application seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Act* as his dispute of the Two Month Notice to End Tenancy for Landlord's Use of Property was a mistake.

The Tenant attended the hearing, with K.H. attending the hearing as an advocate for the Tenant; however, neither Landlord attended at any point during the 20-minute teleconference. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 11:00 AM and monitored the teleconference until 11:20 AM. Only the Applicant and his advocate dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that I was the only other person who had called into this teleconference.

K.H. testified that each Landlord was served with the Notice of Hearing and evidence package to the Landlord's address on the Notice, by registered mail on April 27, 2023 (the registered mail tracking numbers are noted on the first page of this Decision). She advised that the tracking histories indicated that both these packages were delivered. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlords were duly served with the Tenant's Notice of Hearing and evidence packages.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution 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 complies with the *Act*.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant advised that the tenancy started approximately ten years ago, that rent was currently established at \$345.00 per month, and that it was due on the first day of each month. A copy of the signed tenancy agreement was not submitted as documentary evidence for consideration.

Furthermore, he acknowledged that the Notice was served to him on April 7, 2023, by being attached to his door. A copy of this Notice was provided as documentary evidence by the Tenant. The reason the Landlords checked off on the Notice was because the "Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent." The effective end date of the tenancy was noted as June 1, 2023, on the Notice.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

I find it important to note that the burden of proof is on the Landlords to substantiate the reason for ending the tenancy. As the Landlords did not attend the hearing or present any evidence to justify why the Notice was served, I am not satisfied that the Landlords have established any grounds to substantiate service of the Notice. Therefore, I find that the Notice is cancelled and of no force and effect.

Conclusion

Based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause in relation to this Application, dated April 7, 2023, to be cancelled and of no force or effect. This tenancy continues 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: July 27, 2023

Residential Tenancy Branch