



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sorrento Place Holdings Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC, OC, FF

### **Introduction**

This matter was convened in response to an application under the *Manufactured Home Park Tenancy Act (the Act)* by the tenants in this matter seeking for the landlord to rescind a *warning letter* given to the tenants dated March 04, 2013, and for the landlord to comply with the Act, and recover the filing fee.

All parties attended the conference call hearing.

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

Does the tenant's application seek a remedy to a dispute respecting the rights and obligations under the Act, regulations, or the tenancy agreement that are required or prohibited under the Act?

### **Background and Evidence**

The tenant and landlord provided document evidence in respect to issues in dispute between the parties. More relevantly, the tenant provided a copy of a letter from the landlord's counsel and a *template* warning letter: both of which advised the tenant that the landlord could potentially use the provisions in Section 40 of the Act to end the tenancy if the tenant does not refrain from certain conduct disruptive to the landlord's legal and contractual obligations to the tenants or the tenant is in breach of the tenancy agreement. The tenant seeks to have the warning letter rescinded as they think the landlord may act on the warning letter and further seek to end the tenancy. The tenants were not specific as to the manner in which they sought for the landlord to comply with the Act. None the less, the parties asked questions and sought clarification in respect to their ongoing dispute. The landlord has not given the tenant a Notice to End respecting any breaches of the Act or the tenancy agreement.

### **Analysis**

All parties were advised that the scope of their request is not within the confines of the dispute resolution process as there is no remedy available in the Act to rescind a warning letter. All parties were further advised that should the landlord seek to end a

tenancy the landlord may use the warning letter as a basis for a Notice to End the tenancy – not a *warning letter* – however the landlord would still have an onus to prove they were ending the tenancy for *valid and sufficient reasons* under the Act should the tenants determine to dispute the Notice. The parties were advised that the simple receipt of a warning letter, although not to be ignored, does not necessarily form the basis for ending the tenancy. The landlord must satisfy the requirements of the Act prescribed so as to end a tenancy.

I find that the tenants have not presented a dispute which could give rise to a remedy in respect to a right or an obligation under the terms of the tenancy agreement that are required or prohibited under that agreement, the Act or Regulations. As a result of the foregoing, **I dismiss** the tenant's application without leave to reapply on this matter.

The tenant is at liberty to seek resolution respecting matters impacting the tenant's *rights or entitlements* under the Act.

### **Conclusion**

**I dismiss** the tenant's application, without leave to reapply.

**This Decision is final and binding on both parties.**

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: April 23, 2013