



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sunrise Valley Mobile Home Park 0868732 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant; an agent for the landlord; and the owner. The owner had arranged for a witness to attend but she was not called into the hearing.

During the hearing the landlord did not request an order of possession should the tenant be unsuccessful in his Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 40 of the *Manufactured Home Park Tenancy Act (Act)*.

Background and Evidence

The parties agreed that the tenant has a tenancy agreement for site #60 but that no tenancy agreement was ever entered into for site #59. The tenant agreed that he has not entered into a tenancy agreement with the landlord for site #59 that would require the payment of rent.

The tenant submitted a copy of a 1 Month Notice to End Tenancy for Cause issued to this tenant to vacate site #59 with an effective vacancy date of May 20, 2015 citing the tenant or a person permitted in the manufactured home park by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The parties agreed that the issues that lead to the issuance of the above Notice to End Tenancy for Cause results from a disagreement the parties have as to whether or not the tenant has the right to control and or possession of ½ of site 59.

Analysis

Section 40 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted in the manufactured home park by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Section 1 of the *Act* defines the following terms:

- “manufactured home site” as a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home;
- “rent” means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a manufactured home site, for the use of common areas and for services or facilities;
- “tenancy agreement” means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities; and
- “tenancy” means a tenant’s right to possession of a manufactured home site under a tenancy agreement.

From the testimony and evidence before me I find that a tenancy agreement between the parties in relation to site 59 for which the tenant pays rent has not been entered into. As such, I also find the landlord end a tenancy that does not exist. Therefore, I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on April 18, 2015 to this tenant for site #59 is of no force or affect.

Conclusion

Based on the above, I grant the tenant’s Application for Dispute Resolution and cancel the 1 Month Notice to End Tenancy for Cause issued on April 18, 2015.

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: June 09, 2015

Residential Tenancy Branch

