



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, OLC, LRE, AS, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to sections 40, 55, 63, 58 and 65 of the *Manufactured Home Park Tenancy Act*. The tenant applied for an order setting aside a notice to end this tenancy for cause, for an order directing the landlord to comply with the *Act* and allow the tenant to have a roommate. The tenant also applied for an order to suspend or set conditions of the landlord's right to enter the rental property and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that she did not file any of her own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenant has applied for an order for the landlord to comply with the *Act* and allow the tenant to have a roommate. The tenant also applied for an order suspending or setting conditions on the landlord's right to enter the rental unit. As these sections of the tenant's application are unrelated to the main section, which is to cancel the one-month notice, I dismiss these sections of the tenants claim with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

### **Issue to be Decided**

Should the notice to end tenancy be set aside?  
Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy started in July 2018. The monthly rent is \$479.14 payable on the first of each month.

The tenant stated that on August 24, 2020 she was given verbal notice to end tenancy. The reason for the notice is that she has permitted her fiancé and his dog to live in her trailer, without informing the landlord. The tenant stated that on August 31, 2020 she was given a notice to end tenancy in the form of a letter. The tenant filed this application to dispute the notice to end tenancy. A copy of the letter was filed into evidence.

The tenant agreed that on October 21, 2020 she was served with a notice to end tenancy for cause in the proper format. The tenant amended her application to include her dispute of this notice to end tenancy. A copy of the notice was not filed into evidence.

### **Analysis**

#### **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.

Section 45(e) of the *Manufactured Home Park Tenancy Act* provides that to be effective to end a tenancy, a notice given by the landlord must be in the approved form.

The notice to end tenancy that was filed into evidence was in the form of a written letter. I find that the notice in this case is not in the approved form and therefore cannot be effective to end the tenancy. For that reason, I order that the written notice be set aside and is of no force or effect.

I accept that the tenant was served with a second notice to end tenancy on October 21, 2020 on the approved form. However, a copy of this notice was not filed into evidence. In the absence of a copy of the notice before me, I am unable to determine whether the notice was served in the proper format and whether the notice is valid. Therefore, I must set aside the notice to end tenancy. As a result, the tenancy will continue. The landlord is at liberty to issue another notice to end tenancy.

Since the tenant is successful in her application, I grant the tenant the recovery of the filing fee of \$100.00.

### **Conclusion**

The notice is set aside, and the tenancy will continue.

The tenant may make a one-time deduction of \$100.00 from a future rent.

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: November 16, 2020

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Residential Tenancy Branch