



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0968732 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT, AAT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on October 8, 2021, at 9:30 am. The hearing lasted 30 minutes. The Tenant applied for multiple remedies, pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*).

The Tenant attended the teleconference hearing; however, the Landlord did not. The Tenant provided affirmed testimony at the hearing.

The Tenant testified that she served the Landlord (at the home site office) with the application package and evidence on July 2, 2021, in person. I find the Landlord was sufficiently served with this package the same day it was given in person, July 2, 2021.

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.

### Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss all of the grounds the Tenant applied for, with leave to reapply, with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause.

Further, I note the Tenant stated that each time ownership or management changes at the home park, the terms of his pre-existing tenancy agreement are questioned. As stated to the Tenant in the hearing, the terms of any pre-existing tenancy agreement remain the same when ownership or management changes. The new owner/manager inherits the previously agreed upon terms, and may not unilaterally change them.

#### Issue to be Decided

Should the Notice be cancelled?

#### Background, Evidence, and Analysis

The Tenant provided a copy of the Notice, which he received on June 2, 2021. The Tenant feels there is no basis for the Notice. The Tenant disputed this Notice on June 9, 2021.

In the matter before me, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was properly served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing by 9:40 AM, I cancel the Notice, dated June 2, 2021.

I Order the tenancy to continue until ended in accordance with the Act.

#### Conclusion

The Tenant's application is successful. The Notice issued by the Landlord dated June 2, 2021, is cancelled.

The tenancy will 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: October 08, 2021

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Residential Tenancy Branch