



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

The Tenants apply to cancel a One-Month Notice to End Tenancy dated October 27, 2021 (the “One-Month Notice”) pursuant to s. 40 of the *Manufactured Home Park Tenancy Act* (the “Act”). The Tenants also seek return of their filing fee.

E.W. and C.O. appeared on their own behalf as tenants. The Landlord did not appear, nor did someone appear on their behalf.

E.W. advised that she personally served the Landlord with the Notice of Dispute Resolution on November 8, 2021. I find that the Notice of Dispute Resolution was served on the Landlord in accordance with s. 82 of the *Act* on November 8, 2021.

E.W. further advised that she served the Tenants' evidence on the Landlord by personally serving it on her on November 25, 2021. I find that the Tenants' evidence was served in accordance with s. 82 of the *Act* on November 25, 2021.

### Landlord failure to attend the hearing

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. The Landlord failed to attend the hearing. Pursuant to Rule 7.3 of the Rules of Procedure, the hearing was conducted without participation of the Landlord. After waiting on the line with the Tenants for 10 minutes, the hearing was concluded.

Rule 6.6 of the Rules of Procedure make clear that in circumstances where a tenant applies to cancel a notice to end tenancy, the onus of proving the notice was properly issued in compliance with the *Act* rests with the landlord. The Landlord neither attended the hearing nor submitted evidence despite being served with the Notice of Dispute Resolution.

The Tenants confirmed that the tenancy began on November 1, 2019 and that rent has been increased to \$385.00, which was effective January 1, 2022. A tenancy agreement was submitted into evidence by the Tenants, and they confirmed that their application was in relation to the notice to end tenancy they submitted into evidence. I am satisfied there is a tenancy and that the notice in dispute is the One-Month Notice provided by the Tenants.

As the Landlord submitted no evidence to discharge their evidentiary burden, I find that the Landlord has failed to prove that the One-Month Notice was properly issued in compliance with the *Act*. Accordingly, I grant the Tenant their requested relief and cancel the One-Month Notice. The tenancy shall continue until it is ended in accordance with the *Act*.

Under the circumstances, I decline to grant the Tenants the return of their filing fee. Though I find in the Tenants favour, their application was not disputed by the Landlord. As the relief was obtained by default, I do not think it appropriate to grant the Tenants their filing fee and decline to exercise my discretion under s. 65 of the *Act*. They shall bear their own cost for the application.

### Conclusion

The Landlord, by failing to attend the hearing or submit evidence, has failed to discharge their evidentiary burden to show that the One-Month Notice was properly issued. Accordingly, the One-Month Notice is hereby cancelled. The tenancy shall continue until it is ended in accordance with the *Act*.

As the Landlord did not contest the Tenants' application, I do not find it appropriate to grant the Tenants the return of their filing fee. The Tenants shall bear the cost of their application.

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: January 10, 2022

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Residential Tenancy Branch