

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *CNC, MT*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Manufactured Home Park Tenancy Act* for an order pursuant to Section 59, to allow the tenant more time to apply to dispute the notice to end tenancy for cause, served on the tenant. The tenant also applied for an order to cancel the notice to end tenancy for cause, pursuant to Section 40.

The tenant stated that the notice to end tenancy for cause was served on the tenant on January 23, 2009. The tenant applied for arbitration on February 02, 2009 which is within the timeline of ten days. Therefore the tenant's application for more time to dispute the notice is not required and hence dismissed.

The tenant stated that the tenant served the notice of hearing on the landlord, in person on February 02, 2009. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant applicant attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues

Does the landlord have cause to end tenancy?

Background and Evidence

The tenant testified that the tenant owed rent and is now up to date on rent. The tenant stated that the tenant was unaware of the reason for the notice for cause and thought that it was for unpaid rent and since having paid rent, the landlord has not mentioned the notice to end tenancy to the tenant. The tenant stated that the landlord accepted rent for March 2009 and issued a receipt for the same. The tenant has submitted into evidence copies of pad and trailer rent receipts for January, February and March 2009.

Analysis

The rent receipts submitted by the tenant do not specify that the rent was accepted by the landlord, for use and occupancy only. Based on the undisputed sworn testimony of the tenant regarding service of the notice of hearing to the landlord and the fact that the landlord did not call in to the hearing by conference call, to testify against the tenant, I uphold the tenant's application to cancel the notice to end tenancy.

Conclusion

The notice to end tenancy for cause is set aside and the tenancy will continue.

Dated March 17, 2009.

Dispute Resolution Officer