



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, DRI

Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy and more time to make the application and to dispute an additional rent increase. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

The tenant had applied to dispute a Notice to End Tenancy for Cause; however, I determined that the tenant was served with a Notice to End Tenancy for Unpaid Rent and I amended the application accordingly.

Issue(s) to be Decided

Did the landlord issue a valid Notice to End Tenancy for Unpaid Rent?

Background and Evidence

The tenancy commenced September 5, 2008 and the tenant was required to pay rent of \$175.00 for rental of the manufactured home site. At the same time the parties entered into a Rent-to-Own agreement for the manufactured home, bringing the tenant's total monthly payment up to \$400.00 between September 5, 2008 and May 5, 2010. After making all of the \$400.00 monthly payments the tenant began paying the landlord \$175.00 for the site rental.

The rent for the site increased to \$200.00 per month starting February 1, 2011 pursuant to issuance of a Notice of Rent Increase issued under the *Manufactured Home Park Tenancy Act*. The tenant has been paying \$200.00 per month since February 1, 2011; however, on July 7, 2011 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent under the *Residential Tenancy Act*.

Upon hearing from both parties, it is clear that this dispute relates to the tenant's request for a Bill of Sale for the manufactured home and the landlords requirement that the tenant pay the outstanding property taxes on the manufactured home. As a result of

this dispute the landlord issued the 10 Day Notice. The landlord explained that \$750.00 is the amount he would receive for the manufactured home and site under the *Residential Tenancy Act*.

The parties agreed to meet after the hearing and resolve the above-described dispute involving payment of outstanding property taxes and a Bill of Sale. The tenant agreed to waive any entitlement to recovery of the filing fee paid for this application.

Analysis

As explained to the parties during the hearing, my authority to resolve disputes is limited to tenancy agreements between a landlord and tenant. I do not have authority to resolve disputes involving contracts that are not tenancy agreements.

Based upon the evidence before me, the tenant is required to pay rent of \$200.00 per month to the landlord under the *Manufactured Home Park Tenancy Act*. I do not find evidence that the parties ever entered into a rental agreement for the manufactured home and site under the *Residential Tenancy Act*. Accordingly, I find the landlord did not have a right to issue a 10 Day Notice to End Tenancy indicating \$750.00 was owed by the tenant under the *Residential Tenancy Act*.

In light of the above, I order that the 10 Day Notice issued July 7, 2011 is invalid and of no effect. In recognition of the tenant's request, I make no award for recovery of the filing fee.

Conclusion

The 10 Day Notice issued July 7, 2011 is invalid and of no effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 24, 2011.

Residential Tenancy Branch