



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, CNLC, CNR, RR

Introduction

Some written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel the Notices to End Tenancy and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

I deal first with the 10 day Notice to End Tenancy

The landlord testified that:

- The tenant is renting the mobile home from me, and I pay the pad rent.
- The tenant did not pay the July 2011 rent and therefore on July 7, 2011 a 10 day Notice to End Tenancy for non-payment of rent was posted on the tenant's door.
- The tenant has failed to vacate the rental unit and has failed to pay any further rent and therefore at this time both the July 2011 and August 2011 rent is outstanding.
- Further the person who filed this application (initials H. M.) is not now, and has never been a tenant of hers. Her tenant (initials B.S.) was incarcerated and this person (initials H. M.) just moved into the rental unit without their knowledge.
- Therefore since the full rent for the last two months is still outstanding they requested this application be dismissed and that an Order of Possession be issued.

The applicant testified that:

- He has never signed a tenancy agreement however the landlords son knows that he is living in the rental unit.
- He has not paid August 2011 rent however he did pay the July 2011 rent, in cash, to the landlord's son however he has not supplied a copy of the receipt to the hearing.
- He asks that the Notice to End Tenancy be cancelled and that the tenancy continues.

Analysis

First of all this application for dispute resolution has been filed under the wrong Act. This tenancy falls under the Residential Tenancy Act however this application has been filed under the Manufactured Home Park Tenancy Act.

Secondly the 10 day notice that was served on the tenant is considered served by July 10, 2011 and therefore any dispute of that notice had to be filed by July 15, 2011. In this case the dispute was not filed until July 18, 2011 and therefore is outside the required time limit.

Thirdly, although the applicant claims that he is paid the July 2011 rent, he has provided no proof in support that claim.

Fourthly the applicant has provided no evidence to show that he is a tenant in this rental unit, and the landlords have testified that he is not on the tenancy agreement.

In lieu of all the above I will not set aside the Notice to End Tenancy, and this tenancy ends pursuant to that notice.

Having upheld a 10 day Notice to End Tenancy there is no reason to deal with the Notice to End Tenancy to convert the manufactured Home Park to another use.

Conclusion

This application is dismissed in full without leave to reapply and I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I further order that the applicant pay the filing fee of \$50.00, which was previously waived, to the director of the Residential Tenancy Branch.

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 16, 2011.

Residential Tenancy Branch