



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 48;
2. A Monetary Order for unpaid rent - Section 60; and
3. An Order to recover the filing fee for this application - Section 65.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Are the Notices to End Tenancy Valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on February 8, 2010. Rent in the amount of \$240.00 is payable in advance on the first day of each month. The Landlord states that the Tenant failed to pay rent for the month of May 2011 and on May 16, 2011 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the Notice on the door. The Landlord states that the Tenant has also not paid the rent for June and July 2011. On June 14, 2011, the Landlord served the Tenant with a one month notice to end tenancy for cause, that cause being repeated late payments of rent.

The Tenant states that the May 2010 rent was paid for and his witness read off the information on a receipt dated April 19, 2011 that the Tenant states is the receipt the Landlord provided to him for may rent. The Tenant states that he always pays his rent in advance, after having paid full years rent in advance when the tenancy started. After reviewing this information, the Landlord confirmed that the Tenant paid March 2011 rent on February 16, 2011, paid April 2011 rent on March 23, 2011 and paid May 2011 rent on April 19, 2011.

### Analysis

Given the undisputed evidence of the Parties, I find that the 10 day notice to end tenancy is invalid as the Tenant paid rent for that month. On the same evidence, I find that the one month notice to end tenancy for cause is also valid as at the date this notice was served, the Tenant had not been late on rent payments but had been early. Accordingly, I dismiss the Landlord's application and the tenancy continues.

### Conclusion

The Landlord's application is dismissed.

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

Dated: August 30, 2011.

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Residential Tenancy Branch