



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant, his agent and one of the landlords.

During the hearing, the landlord did not verbally request an order of possession should the tenant be unsuccessful in his Application.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 40 of the *Manufactured Home Park Tenancy Act (Act)*.

Background and Evidence

The tenant submits his tenancy began in September 1996 and the parties agree the tenancy is a month to month tenancy for monthly rent of \$275.00 due on the 1st of each month.

The landlord submits that the tenant regularly fails to pay rent on time. He acknowledges that the tenant provides post dated cheques and that he usually sends the landlord 3 months at a time. The landlord testified that usually the tenant only provides these cheques after the 1st month of the 3 cheques is already overdue.

The tenant submits that he wants the landlord to accept rent by a direct deposit method. The tenant also testified that he does provide the landlord with post dated cheques but that he always mails them before the 1st month is due.

The tenant provided a copy of an undated 1 Month Notice to End Tenancy for Cause with an effective vacancy date of June 6, 2012 citing the tenant is repeatedly late paying rent. The landlord testified that the Notice was issued on May 6, 2012. The landlord provided no corroborating evidence of receiving any payments late.

Analysis

Section 40 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant is repeatedly late paying rent. A notice under this section must end the tenancy on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement.

In addition a notice given under this section must comply with the requirements set out in Section 45. Section 45 states that in order to be effective the notice must be in writing and must be signed and dated by the landlord giving the notice. From the Notice entered into evidence, the landlord did not date the Notice and as such I find the Notice does not comply with the requirements of 45.

Further, as the landlord has provided no corroborating evidence and the tenant disputes any payments being late, I find the landlord has failed to establish sufficient grounds to end the tenancy for the reasons noted on the Notice issued on May 6, 2012.

Conclusion

For the reasons noted above, I find the tenant is entitled to cancel the 1 Month Notice to End Tenancy and the tenancy remains in full force and 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 *Manufactured Home Park Tenancy Act*.

Dated: June 01, 2012.

Residential Tenancy Branch