



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNE

Introduction

This Hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy for cause and end of employment.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the Notice to End Tenancy issued August 1, 2012, be cancelled?

Background and Evidence

The Tenant received a one month Notice to End Tenancy for cause issued August 1, 2012, with a stated effective date of August 31, 2012, however, under Section 46 of the Act the effective date corrects to September 30, 2012 (the "Notice").

As the cause to end the tenancy, the Landlord cited:

- Tenant's rental site is part of an employment arrangement that has ended and the site is needed for a new employee; and
- Tenant is repeatedly late paying rent.

The Landlord stated that the employment arrangement has ended but he does not require the site for a new employee.

The Landlord testified that rent is \$350.00 but he agreed that the Tenant would pay \$200.00 if she would help him with the farm work while he was away. He stated that the Tenant could also do extra work at the rate of \$10.00 per hour in lieu of paying the remaining \$200.00 rent and that she has not paid any rent since the tenancy began in 2007. The Tenant testified that rent was \$200.00 and that she never agreed that rent would be \$350.00. She stated that she worked far more than 20 hours a month and that therefore she did not owe any rent until her employment ended six months ago. The Tenant has not paid any rent since her employment ended.

There is no written tenancy agreement or written contract of employment between the parties. The Tenant originally rented the manufactured home from the Landlord's son. In December 2007, the Tenant purchased the manufactured home and entered into an oral tenancy agreement with the Landlord. The Tenant provided a copy of a "Model Assignment of Lease Consent Agreement for Manufactured Homes" which was signed by the Landlord and the Tenant on November 26, 2007. This document was provided to the Tenant's Bank in order for her to qualify for a mortgage to purchase the manufactured home.

Analysis

The parties disagreed with respect to monthly rent. The Model Assignment of Lease Consent Agreement for Manufactured Homes indicates that rent is \$200.00, due on the first of every month. This document was signed by both parties. Therefore, **I find that monthly rent is \$200.00, due on the first day of each month.**

Based on the above, the evidence and testimony, and on a balance of probabilities, **I find that the Notice to End Tenancy is valid** and should not be cancelled.

The Landlord does not require the site for a new employee, and therefore that reason to end the tenancy has not been proven. However, the Tenant has not paid rent for 6 months and therefore I find that she has been repeatedly late paying rent.

Having found that the Notice to End Tenancy is valid and should not be cancelled, I dismiss the Application for Dispute Resolution of the Tenant. The tenancy will end in accordance with the corrected effective date, at **1:00 p.m. on September 30, 2012.**

Both parties were provided an opportunity to ask questions at the end of the Hearing, after I had advised them of my decision to uphold the Notice. It is important to note that the Landlord did not ask for an Order of Possession during the teleconference and

therefore I have not provided an Order of Possession in accordance with the provisions of Section 48 of the Act.

Conclusion

The Tenant's Application is dismissed. The tenancy will end at **1:00 p.m., September 30, 2012.**

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: September 05, 2012.

Residential Tenancy Branch