



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COUNTRYSIDE VILLAGE VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes cnc

CNC, OP, FF

Introduction

The tenant applies for an order to cancel a one month Notice to End Tenancy.

Issues to be decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

1. The tenant owns a manufactured home, located on a site owned by the landlord. The pad rent is \$755.00 per month, due on the 1st day of every month.
2. The unit has been unoccupied from some time. The main roof is sagging, and the exterior has not been maintained. The interior is full of black mould and green mould, and emits a noxious odor. Numerous complaints of the premises have been raised by neighbours, including one complaint of a rat seen caught up in the curtains inside the premises.
3. The tenant sends her rent by mail to the landlord. The rent has been received late by the landlord for the past 7 consecutive months.
4. The landlord served the tenant with a one month Notice to end the tenancy, which the tenant received in early August. The notice alleges numerous causes to end the tenancy, including the repeated late payment of rent.

Analysis

Section 20 of the *Manufactured Home Park Tenancy Act* provides that a tenant must pay rent when it is due, even if a landlord has failed to comply with the Act, regulations or the tenancy agreement. The rent is due on the 1st, which means it must be received by the landlord on or before that date. The tenant's rent clearly has not been received on time for many months. This alone is ground to terminate the tenancy.

I add, however, that neighbours have been unreasonably disturbed, and their health has been affected by the condition and neglect of the premises. One neighbour was unable to keep a kitchen window open, due to the overpowering odor of "shit" that emanates from the interior of the unit. Another saw a rat in the premises. These issues are clearly significant causes for the concern of the health of neighbours.

The landlord has given numerous warnings to the tenant. Some of these were posted to the door, which is an accepted form of service under the Act, but as the tenant so seldom attends the property, she did not get them all in a timely way. It was only upon receipt of the eviction notice that the tenant has become more proactive in trying to clean up her yard and buildings. While the tenant has health issues, and financial issues, these must be balanced with the rights of the landlord and the neighbours.

The notice is found to be effective to end this tenancy on September 30, 2013. The tenant's application to cancel the notice is dismissed.

Conclusion

The tenant's claim is dismissed. This tenancy ends September 30, 2013.

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 13, 2013

Residential Tenancy Branch

