



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Stonecliff Properties Ltd. dba Stonecliff Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Tenant stated that she did not receive a Notice to End Tenancy for Cause and she had intended to dispute a Notice to End Tenancy for Unpaid Rent. As the Agent for the Landlord agreed that a Notice to End Tenancy for Cause had not been served, I find it reasonable to conclude that the Landlord understood this hearing related to the Notice to End Tenancy for Unpaid Rent, and I amend the Application for Dispute Resolution accordingly.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent, served pursuant to section 39 of the *Manufactured Home Park Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlord and the Tenant agree that a Ten Day Notice to End Tenancy for Unpaid Rent was served to the Tenant on May 03, 2014, which declared that she owed \$195.40 in rent. The parties agree that the outstanding rent was mailed to the Landlord on May 03, 2014.

Analysis

As the rent was paid within five days of receiving the Notice to End Tenancy for Unpaid Rent on May 03, 2014, I find that the Notice to End Tenancy for Unpaid Rent has no force or effective, pursuant to 39(4)(a) of the *Act*. As the Notice was rendered

ineffective by the payment of rent, I find that I do not need to consider the Tenant's application to set aside the Notice to End Tenancy.

As the Tenant did not need to file this Application for Dispute Resolution, I dismiss her application to recover the fee for filing the Application.

Conclusion

The Notice to End Tenancy has no effect on this tenancy. The tenancy continues until it is ended in accordance with the *Act*.

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: June 25, 2014

Residential Tenancy Branch

