



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenant seeking to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about four years ago. Rent in the amount of \$450.00 is payable in advance on the first day of each month.

The tenant gave the following testimony:

The tenant stated that the April rent was paid in late March by the ministry. The tenant stated that his cheques arrive earlier than the rental due date. The tenant stated that the landlord has refused to accept May and June's rent.

The landlord gave the following testimony:

The landlord stated that the rent is due on the 25<sup>th</sup> of each month. The landlord stated that the tenant paid the rent for April on time. The landlord stated that she won't accept the May and June rent "because last time I did that I lost the case". The landlord stated

the trailer is in poor condition and her neighbors complain about this tenant's behaviour. The landlord stated that issued the notice on April 25, 2014 to let the tenant know he had to go.

### Analysis

The landlord made reference to the state of the tenants' trailer and his behaviour on numerous occasions. I made several attempts for the landlord to focus their testimony on the case before me. It became clear that the landlord wished to address other non related issues about this tenant. I advised the landlord that she was at liberty to file a separate application if she was unable to resolve these other issues with the tenant.

Based on the landlords own acknowledgment that the tenant paid the April rent on time and that she has refused to accept the May and June rent I hereby set aside the notice dated April 25, 2014. The tenancy continues.

### Conclusion

The notice is set aside, the tenancy continues.

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 03, 2014

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Residential Tenancy Branch

