



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lombardy Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was scheduled in response to an Application for Dispute Resolution, in which the Applicant has applied to set aside a Notice to End Tenancy for Unpaid Rent.

The parties present at the hearing were provided with the opportunity to present relevant oral evidence, to ask relevant submissions, and to ask relevant questions.

The Landlord submitted documents to the Residential Tenancy Branch on September 25, 2014, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were personally served to the Applicant on August 21, 2014. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

### Preliminary Matter

The Witness stated that the Applicant advised him that there would be a hearing today, although he is not representing her at these proceedings. He stated that he is attending the hearing because he is named on the Notice to End Tenancy that is the subject of these proceedings.

As the Witness is named on the Notice to End Tenancy I find it reasonable to conclude that he is a third party who may be materially affected by this matter. I therefore find it reasonable that he should be provided with the opportunity to make submissions in regard to this matter, although I do not consider him an agent or an advocate for the Applicant.

### 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 Witness agree that at one point the Witness owned the manufactured home on this site and that the Witness had a verbal tenancy agreement with the Landlord, for which he was required to pay monthly rent of \$285.00 during the latter portion of his tenancy.

The Tenant stated that sometime during the latter portion of December of 2013 he verbally informed the previous manager of the manufactured home park that he would be vacating the rental unit on January 01, 2014. The Agent for the Landlord stated that she could find no record of this notice, although she acknowledged the previous manager did not keep detailed records.

The Witness stated that he moved out of the home/site on January 01, 2014. The Agent for the Landlord stated that the Tenant was not living there when she began working for the Landlord in April of 2014, and she could find no record of when he vacated the home/site.

The Witness stated that he sold this home to the Applicant and that he moved out of the home/site on January 01, 2014. The Agent for the Landlord and the Witness agree that the Applicant has not transferred the home into her name.

The Agent for the Landlord stated that the Landlord does not have a verbal or a written tenancy agreement with the Applicant and that she is occupying the site without the consent of the Landlord. She stated that the Applicant has been paying rent and that she has been given a receipt for rent when it is paid. The Landlord submitted receipts to show that the Applicant has paid rent to the Landlord.

The Agent for the Landlord stated that the Applicant is required to pay rent of \$300.00 per month. When she was asked why the Applicant would be required to pay \$300.00 in rent when the Witness was only paying \$285.00 at the end of his tenancy, she stated that \$300.00 was what the owner charged for rent for "new tenants".

The Agent for the Landlord stated that the Applicant did not give notice to the Landlord that she wished to end the tenancy, although in August she asked the Landlord to "board up" the home on her behalf. The Witness agrees that the trailer has been "boarded up".

The Agent for the Landlord stated that the Applicant has not paid rent for August, September, or October of 2014. The Witness stated that he does not know if rent was paid for these months.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent was posted on the door of the rental unit on August 06, 2014 and that she observed the Applicant remove the Notice from the door on that date. The Notice

declared that the Tenant and the Witness must vacate the rental unit by August 16, 2014.

### Analysis

On the basis of the testimony of the Agent for the Landlord, I find that the Applicant and the Landlord did have an oral tenancy agreement. In reaching this conclusion I was heavily influenced by the Agent for the Landlord's testimony that the Applicant was paying \$300.00 per month in rent, which is the amount the owner charged for rent for "new tenants". As this amount is greater than the amount the Witness was paying, I find it reasonable to conclude that the Applicant was not simply paying rent on behalf of the Witness. I find it logical to conclude that the Landlord and the Applicant entered into an oral tenancy agreement in which the Applicant agreed to pay the increased monthly rent of \$300.00.

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay the rent that was due for August, September, or October of 2014.

Section 39 of the *Act* authorizes a landlord to end a tenancy if rent is not paid when it is due. As the Applicant did not pay rent for August and the Applicant was served with proper notice to end the tenancy, I find that the Landlord has grounds to end this tenancy pursuant to section 39 of the *Act*.

### Conclusion

As the Landlord has the right to end this tenancy, I dismiss the application to set aside the Notice to End Tenancy and I grant the Landlord an Order of Possession, as requested at the hearing, that is effective two days after it is served upon the Applicant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: October 08, 2014

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Residential Tenancy Branch

