



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOUTH SHORE 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.

The female Tenant stated that on October 17, 2014 the Application for Dispute Resolution and the Notice of Hearing personally delivered to the Landlord's place of business. The Agent for the Landlord acknowledged receipt of these documents.

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.

On November 07, 2014 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were served to the Tenant by registered mail on November 07, 2014. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On October 10, 2014 the Tenant submitted documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were delivered to the Landlord's place of business on October 10, 2014. The Agent for the Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

### **Issue(s) to be Decided**

Should the Notice to End Tenancy for Cause, served pursuant to section 40 of the *Manufactured Home Park Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Landlord and the Tenant agree that the Tenant is currently required to pay rent of \$275.00 by the first day of each month.

The Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause was posted at the rental unit on October 06, 2014. The female Tenant stated that the Notice was located on October 07, 2014.

The Landlord and the Tenant agree that the Notice to End Tenancy declares that the Tenant must vacate the rental site by November 10, 2014. The parties agree that the reason stated on the Notice to End Tenancy for ending the tenancy is that the Tenant is repeatedly late paying the rent.

The Landlord and the Tenant agree that rent for October was paid on October 10, 2014; that rent for August was paid on August 28, 2014; that rent for June was paid on July 18, 2014; that rent for May was paid on June 02, 2014; and that rent for March was paid on April 01, 2014. The Tenant stated that the rent was late for personal reasons.

### Analysis

On the basis of the undisputed evidence, I find that rent is due by the first day of each month and that the Tenant did not pay rent when it was due in October, August, June, May, and March of 2014.

Section 40(1)(a) of the Act authorizes a landlord to end a tenancy if a tenant is repeatedly late paying the rent. On the basis of the undisputed evidence, I find that the Tenant was given proper notice of the Landlord's intent to end the tenancy pursuant to section 40(1)(a) of the Act.

As the rent was late on at least five occasions in the last nine months, I find that the Tenant has been repeatedly late paying the rent and that the Landlord therefore has grounds to end the tenancy in accordance with section 40(1)(a) of the Act. As the Landlord has grounds to end the tenancy pursuant to section 40(1)(a) of the Act, I dismiss the Tenant's application to set aside the Notice to End Tenancy.

Section 40(2) of the Act stipulates that a One Month Notice to End Tenancy for Cause must end the tenancy effective on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement. As the Tenant received the Notice to End Tenancy that is the subject of this dispute on October 07, 2014 and rent is due on the first of each month, the earliest effective date of the Notice is November 30, 2014.

Section 46 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy is November 30, 2014. The Tenant is obligated to vacate the site by November 30, 2014.

An Order of Possession has not been granted, as the Landlord did not request the Order at the hearing.

### Conclusion

The Tenant's Application for Dispute Resolution has been without merit and the Tenant is therefore not entitled to recover the fee for filing an Application.

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: November 26, 2014

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Residential Tenancy Branch

