



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Parkbridge Lifestyle Communities Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 48;
2. A Monetary Order for unpaid rent - Section 60; and
3. An Order to recover the filing fee for this application - Section 65.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy started on December 1, 2015. Rent of \$344.19 is payable monthly on the first day of each month.

The Tenant's rent cheques for August and September 2015 were returned NSF and on September 8, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The effective or move-out date for the Tenant was noted as September 18, 2015. The Landlord had previously given the Tenant another such Notice for the unpaid August 2015 rent.

The Tenant paid October 2015 rent by automatic deposit and no receipt for use and occupancy was given to the Tenant by the Landlord. After accepting rent monies for October 2015 the Landlord was informed that a receipt for use and occupancy should be provided to the Tenant. The Landlord accepted another automatic payment for November 2015 rent but did not issue a receipt or have any conversation with the

Tenant about continuing with the eviction process despite accepting rents past the effective date of the Notice. The Tenant has not moved out of the unit and the Landlord has had no discussions with the Tenant since giving the Tenant the last Notice. The Landlord is not expecting to be successful with its application given the lack of receipts.

The Landlord claims unpaid rent and an order of possession.

Analysis

Residential Tenancy Guideline #11 provides that if a landlord accepts rent for the period after the effective date of a notice to end tenancy, the intention of the parties will be in issue. Intent can be established by evidence as to:

- whether the receipt shows the money was received for use and occupation only;
- whether the landlord specifically informed the tenant that the money would be for use and occupation only; and
- the conduct of the parties.

Based on the Landlord's evidence that the Tenant still resides in the unit and that no communications were held with the Tenant after receiving rents for two months in a row after the effective date of the last Notice, I find that the Notice is no longer valid as the Landlord has reinstated the tenancy. The application is therefore dismissed.

Conclusion

The application is dismissed.

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: November 03, 2015

Residential Tenancy Branch

