



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

This hearing dealt with an application by the tenant pursuant to the *Manufactured Home Park Tenancy Act* (the Act). Both parties attended the hearing and confirmed the Notice to End Tenancy dated September 29, 2015 to be effective October 29, 2015 was served by posting it on the door. I find the Notice is deemed to be served on the third day after posting so I find the effective date of the Notice is November 30, 2015 pursuant to section 46 of the Act. The tenant requests to cancel the Notice to End Tenancy for cause pursuant to section 40; the landlord confirmed the tenant's Application was served on them.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is cause to end the tenancy and that they are entitled to an Order of Possession? Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given an opportunity to be heard, to provide evidence and make submissions. The Notice to End Tenancy was a one month notice given for cause pursuant to section 40 of the Act. The causes cited were repeated late payment of rent and breach of a material term of the lease. It is undisputed that rent for the site is \$345 a month and there is no security deposit. The landlord requests an Order of Possession if the tenant is unsuccessful.

The landlord said the tenant had been repeatedly late in paying his rent. He said the tenant was late in January, March and June 2015 and in February, July, October and November 2014. He provided evidence of Notices to End Tenancy served on the tenant including some dated before 2014. The tenant did not dispute that he was late in paying rent on these occasions but said financial circumstances had been difficult, he had to fix his roof and handle a mould problem but he has a steady job now. He said the City won't let him move his unit until he pays his taxes and he has no place to move.

The landlord said the tenant was a nice person but the owner needed his rent on time and he had instructions to obtain an Order of Possession if possible. After discussion, the landlord agreed they would accept an Order of Possession effective February 1, 2016 and the tenant agreed he would continue to pay rent until that time.

As repeated late payment of rent is sufficient cause to end the tenancy pursuant to section 40 of the Act, I declined to hear evidence of a material breach of the tenancy agreement although the landlord had provided documentary evidence of problems with repairs not being up to code.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

The onus is on the landlord to prove on a balance of probabilities that they have good cause to end the tenancy. I find the landlord has satisfied the onus. The weight of the evidence is that there has been repeated late payment of rent. I find the tenancy was at an end on November 30, 2015 (as corrected) and the landlord is entitled to an Order of Possession pursuant to section 48 of the Act.

Conclusion:

The Notice to End Tenancy dated September 29, 2015 to be effective November 30, 2015(as corrected) is confirmed. The tenancy is at an end. I find the landlord entitled to an Order of Possession to be effective February 1, 2016 as requested. I find the tenant not entitled to recover filing fees due to lack of success.

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: December 09, 2015

Residential Tenancy Branch

