



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Summerland Beach RV & Campground  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This was a hearing with respect to the tenants' application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenants and the landlord's representative called in and participated in the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated June 30, 2016 be cancelled?

### Background and Evidence

The tenants rent a manufactured home park site in the landlord's park. The landlord personally served the tenants with a one month Notice to End Tenancy for cause dated June 30, 2016. The Notice required the tenants to move from the site by July 31, 2016. The stated reason for the Notice to End Tenancy was that the tenants have been repeatedly late paying rent. The tenancy agreement provides that the tenants will pay rent yearly in one instalment of \$2,285.00 on 1<sup>st</sup> of each year.

The landlord's representative testified that the tenants did not pay rent for 2015 when it was due. Pursuant to a Residential Tenancy Branch decision dated November 28, 2014 the tenants were granted a monetary award against the landlord in the amount of \$2,685.50. The landlord has not paid the sum awarded to the tenants. The tenants asked the landlord's representative to apply the amount awarded towards their rent for 2015. The landlord's representative replied that he had forwarded their request to the owners. The tenant said that she heard nothing further until she was served with the Notice to End Tenancy. The landlord's position as stated by the landlord's representative at the hearing is that the tenant's request was not approved and the tenants' rent payment is therefore late. The landlord's representative also raised an issue about the validity of the tenants' lease and submitted that the tenants were paying rent that was far below market rent.

### Analysis

Section 65 (2) of the *Manufactured Home Park Tenancy Act* provides that:

If the director orders a landlord to pay an amount to a tenant, including an amount under subsection (1), the amount may be deducted from any rent due to the landlord.

In fact the tenants did not need any approval or consent from the landlord to apply the outstanding monetary award against rent that was due. The amount of the monetary order exceeded the amount of rent. I find that the tenants were not late in paying rent and there is no basis for the Notice to End Tenancy on the ground that the tenants have been repeatedly late paying rent. I therefore order that the Notice to End Tenancy dated June 30, 2016 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Manufactured Home Park Tenancy Act*.

The matter of the validity of the tenancy agreement is not an issue before me on this application; according to the tenant it was determined in her favour in an earlier proceeding. The tenants' application to cancel the Notice to End Tenancy has been allowed and they are entitled to recover the \$100.00 filing for their application. I grant the tenants a monetary order in that amount, however, they may choose to apply the award to a future rent payment if they choose.

### Conclusion

The tenants' application has been allowed.

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: August 26, 2016

---

Residential Tenancy Branch

