



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX REALTORS

DECISION

Dispute Codes

DRI, MT, CNR, CNC

Preliminary matter

At the start of the conference call it was determined that a 1 Month Notice to End Tenancy for Cause was not issued to the Tenant. Consequently the Tenant's request to cancel a Notice to End Tenancy for Cause is not required in the Tenant's application. The Tenant withdrew the request to cancel a Notice to End Tenancy for Cause.

Further the Tenant's application was within the time limits to dispute the 10 Day Notice to End Tenancy for Unpaid Rent therefore the Tenant's application for more time to make the application is not needed. The Tenant's request for more time to make the application is dismissed as the application is within the time limits.

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent and to dispute a rent increase.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on or about September 9, 2016. The Landlord said they received the Tenant's hearing package. Based on the evidence of the Tenant and the Landlord's testimony, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. Is the rent increase valid?

Background and Evidence

This tenancy started in March, 2012 as a month to month tenancy. The Tenant said rent is \$410.00 and she refused the annual rent increase that was given to her in August, 2016 of \$12.00 per month. The Landlord said the rent is \$422.00 based on the annual Notice of Rent

Increase given to the Tenant 4 months prior to August, 2016 when the rent increase went into effect. The Notice of Rent Increase was not submitted into evidence.

The Landlords said they served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated September 3, 2016. The Landlords said they served the Notice on September 3, 2016 in person to the Tenant. The Effective Vacancy date on the Notice is September 15, 2016. The Tenant is living in the manufactured home park site in a RV type unit and the Landlord requested an Order of Possession if the Tenant's application is unsuccessful.

The Landlord continued to say that the Tenant has unpaid rent of \$12.00 for each month of August and September, 2016 and the full amount of \$422.00 of rent is unpaid for October, 2016.

The Tenant said she was told by the Landlord not to pay the rent or it would start another tenancy contract so the Tenant instructed the Ministry of Social Services to hold the rent payments. The Tenant agreed the October, 2016 rent was not paid.

The Landlord said she did not tell the Tenant not to pay the rent, but the Landlord said if the Landlord accepted rent payment it may void the 10 Day Notice to End Tenancy for Unpaid Rent depending how the receipt was written. The Landlord said they would not refuse the rent payment.

The Tenant said this Park has many problems and she is trying to help improve the situation in the Park but it appears she is being singled out and blamed for many of the problems in the Park. The Tenant said it is not fair and she may make another application to the Residential Tenancy Branch for dispute resolution.

As the Tenant agreed there is unpaid rent the Tenant was told her application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent may not be successful. The Tenant asked the Landlord to extend the tenancy until November 30, 2016 if she was unsuccessful in cancelling the Notice to End Tenancy.

The Landlord agreed to end the tenancy on November 30, 2016 if the Tenant paid the unpaid rent and the November, 2016 rent.

Analysis

Section 20 of the Act says: (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

(2) A landlord must provide a tenant with a receipt for rent paid in cash.

(3) Whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not

(a) seize the manufactured home or any other personal property of the tenant, or

(b) prevent or interfere with the tenant's access to the tenant's personal property.

(4) Subsection (3) (a) does not apply if

(a) the landlord has a court order authorizing the action, or

(b) the tenant has abandoned the manufactured home or the manufactured home site and the landlord complies with the regulations

I accept the Tenant has unpaid rent. The Tenant does not have the right to withhold all or a portion of the rent from the Landlords when it is due therefore; I find the Tenant has not established grounds to be granted an order to cancel the Notice to End Tenancy. The Landlords' 10 Day Notice to End Tenancy dated September 3, 2016 stands in effect. Further I find pursuant to s. 48 of the Act that the Landlord is entitled to an Order of Possession to take effect November 30, 2016 at 1:00 p.m.

With regard to the Tenant's application to dispute a rent increase. The Notice of Rent Increase was not submitted to the hearing consequently I cannot make a ruling on it.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

An Order of Possession effective November 30, 2016 has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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: October 05, 2016

Residential Tenancy Branch