



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 CNR

Introduction:

This was an application by the tenants to cancel a Notice to End the Tenancy for Non-Payment of Rent dated January 24, 2017, with an effective date of February 6, 2017. Only the tenants attended the teleconference hearing.

Issues: Are the tenants entitled to any relief?

Background and Evidence:

The tenants testified that they received the Notice to End the in their mail slot but they cannot remember the exact date. The tenants testified that they sent the application for dispute resolution by registered mail to the landlord on February 15, 2017. The tenants provided a tracking number they received from Canada Post. With reference to Canada Post's web site and in reliance upon the tenants' testimony, I find that the Application for Arbitration/Notice of Hearing was served on the landlord on February 16, 2017

The Notice to End the Tenancy states that the tenants failed to pay \$ 78.44 on June 9, 2016. The tenants testified that the monthly rent was \$ 472.98 and that the rent is automatically deducted directly form their bank account each month. The tenants produced copies of their bank records indicating that the rent for May and June of 2016 was deducted. The tenants requested that I cancel the Notice to End the Tenancy aforementioned.

Analysis:

With respect to the applicants' claim I find as follows: The Notice to End a Residential Tenancy is based on non-payment of rent. The Manufactured Home Park Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent.

Here the tenants have adduced uncontradicted evidence that they paid the rent for which the landlord alleged on its notice that they failed to pay. The landlord failed to attend the hearing or produce any evidence. I accept the tenants' evidence and find that the rent was paid in full and on time. Accordingly I have cancelled the Notice to End the Tenancy for Non-payment of rent dated January 24, 2017. The tenants are entitled to recover their filing fee of \$ 100.00 by deducting that amount from their next rental payment.

Conclusion:

I have cancelled the Notice to End the Tenancy for Non-payment of rent dated January 24, 2017 with an effective date of February 6, 2017. I Order the tenancy to continue. The tenants are entitled to recover their filing fee of \$ 100.00 by deducting that amount from their next rental payment. The tenants must serve this decision on the landlord.

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: March 13, 2017

Residential Tenancy Branch