



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KKBL NO620 Ventures Ltd DBA Wildwood
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, DRI, FF. O

Introduction

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

1. An Order cancelling a notice to end tenancy - Section 40;
2. An Order in relation to a rent increase - Section 36;
3. An Order to recover the filing fee for this application - Section 65; and
4. Other.

The Landlords and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid for its stated reasons?

Are the Tenants entitled to have its claim considered in relation to a rent increase?

Are the Tenants entitled to recovery of the filing fee?

Relevant Background and Evidence

The following are agreed facts: The tenancy started on June 4, 2019. No written tenancy agreement was entered into at the outset of the tenancy. After the June 2019 rent payment the Parties entered into a dispute about the rental terms and on November 21, 2019 a Decision (the “Prior Decision”) was issued finding that rent of \$1,050.00 was payable on the first day of each month. The Prior Decision also

considered the Tenants' previous claim to dispute a rental increase and dismissed this claim. The Tenants made an application for review consideration of the Prior decision and on December 4, 2019 the Review Consideration Decision was issued dismissing the review application and confirming the Prior Decision. On December 6, 2019 the Landlord served the Tenants with a one month notice to end tenancy for cause (the "Notice") setting out one reasons with details included: repeated late rent for a number of months prior to the date of the Notice.

The Tenant confirms that its current claim in relation to a rent increase is the same claim previously made by the Tenants and dismissed in the Prior Decision. The Tenant states that its claim for "Other" is in relation to another rental unit occupied by the Tenant's Agent.

Analysis

Section 20 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 70(3) of the Act provides that a decision or an order of the director under this Part is final and binding on the parties. Section 40(1)(a) of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant is repeatedly late paying the rent;

As there was no written tenancy agreement setting out the date that rent was payable, as the Parties disputed the rental terms shortly after the tenancy started, as it was not until the Prior Decision that the rental payment terms were established through a finding of the arbitrator, and as the Tenant's application to review the Prior Decision was issued on December 4, 2019 confirming those terms I find that in the circumstances the Tenants cannot be said to have been knowingly late paying any rent until after the Review Consideration Decision was issued. I therefore find that the Landlord has not substantiated that the Tenant was late for any rents prior to and including December 2019. As the Notice only details instances of late rent to and including December 2019 and for the period that the rental terms were not determined or agreed upon by the

Parties, I find that the Notice is not valid for its stated reasons and that the Tenants are therefore entitled to its cancellation. The tenancy continues.

As the Tenants made a prior claim disputing a rent increase and as the Prior Decision dismissed that claim I find that the Tenants may not raise this claim again as it is final and binding on the Parties. As the Tenants' claim in relation to the "Other" matter is not related to the Tenants' rental unit I dismiss that claim.

As the primary claim of the Tenants has been successful, I find that the Tenants are entitled to recovery of the **\$100.00** filing fee and the Tenants may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Notice is cancelled, and the tenancy continues

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: February 03, 2020

Residential Tenancy Branch