



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, LRE, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *MHPTA*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 40;
- an order requiring the landlord to comply with the *MHPTA*, regulation or tenancy agreement pursuant to section 58; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 63.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make arguments. The parties confirmed that they had exchanged their documentation.

Issues(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation, or tenancy agreement?

Should conditions be placed on the landlord's entry into the unit?

Background and Evidence

Both parties agree to the following. The tenancy began on August 15, 2016 with the rent of \$275.77 due on the first of each month. The landlord issued a One Month Notice to

End Tenancy for Cause on November 30, 2022 with an effective date of December 31, 2022 for the following reasons:

Landlord's notice: cause

40 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(b) the tenant is repeatedly late paying rent;

(d) the tenant or a person permitted on the residential property by the tenant has

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 26 (3) [obligations to repair and maintain], within a reasonable time;

CC testified that the tenant has been late in paying the rent for the following months at the time of issuing the notice: January 2022, June 2022, July 2022, August 2022, October 2022. The tenant was also late for January 2023 and April 2023. CC testified that she should be entitled to an order of possession.

The tenant gave the following testimony. The tenant agreed that she was late in paying the rent for all of the months as claimed but submits that she has had a very difficult year due to poor health and injury and is sorry for the late payments. The tenant would like to remain long term if possible.

Analysis

When a landlord issues a notice to end tenancy, they bear the burden of providing sufficient evidence to support the issuance of the Notice. The landlord needs only demonstrate that one of the reasons identified in the One Month Notice is valid in order to end a tenancy for cause.

In this case, the landlord has submitted undisputed evidence that the tenant paid rent late on at least three occasions since January 2022, the tenant acknowledged all of the late payments. Despite the tenant being served a notice in November 2022, the tenant's pattern of late payments did not change.

Residential Tenancy Policy Guideline #38 provides the following guidance regarding the circumstances whereby a landlord may end a tenancy where the tenant is repeatedly late paying rent.

Three late payments are the minimum number sufficient to justify a notice under these provisions...

However, if the late payments are far apart an arbitrator may determine that, in the circumstances, the tenant cannot be said to be "repeatedly" late...

There is clear evidence that the written tenancy agreement requires the tenant to pay all of the rent by the first of each month. The evidence presented indicates that the tenant has been late in paying their rent on at least three occasions and on two occasions was late in paying the rent for six and eight months. For these reasons, I am satisfied that there is a recurring pattern of late payment of rent during this tenancy and that the landlord had adequate grounds to issue the One Month Notice for the tenant's late payment of rent. As section 40 of the *MHPTA* only requires that one of the reasons cited in a One Month Notice are valid, I have not considered the landlord's other reasons for seeking an end to this tenancy.

Section 48 of the *Act* reads in part as follows:

48 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 45 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's One Month Notice was issued on the correct form and included all of the required information in order to comply with section 45 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the One Month Notice and issue the landlord an Order of Possession in accordance with section 48(1) of the *MHPTA*.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenants application is dismissed in its entirety without leave to reapply.

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: April 13, 2023

Residential Tenancy Branch