



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## DECISION

Dispute Codes      CNLC-MT, PSF, LRE, OLC, FFT

### Introduction

The Tenant sought various relief, including an order to cancel a notice to end tenancy, under the *Manufactured Home Park Tenancy Act* (the “Act”).

### Jurisdiction

The Landlord mentioned that jurisdiction had previously been raised in past hearings before the Residential Tenancy Branch. He noted that the Tenant is a guest of the campground and RV park and is not a tenant. The parties both provided me with the file numbers. These file numbers end in 380 (for a decision dated March 14, 2023) and in 329 (for a decision dated June 7, 2023).

Having reviewed these prior decisions, both arbitrators concluded that the tenancy falls within the jurisdiction of the Act and the Residential Tenancy Branch. I see no reason to deviate from these previous decisions, and as such I must conclude that the present dispute falls under the jurisdiction of the Residential Tenancy Branch.

### Issue

Is the Tenant entitled to an order cancelling the Notice?

## Evidence

In a dispute resolution proceeding, the applicant must prove their claim on a balance of probabilities (meaning “more likely than not”). I have considered the parties’ testimony, arguments, submissions, and documentary evidence, but will only refer to evidence that I find relevant and necessary to explain this decision.

The tenancy began in 2018 and monthly rent of \$1,100.00 was due on the first day of the month, until December 31, 2022. As of January 1, 2023, monthly rent of \$1,200.00 was due on the first day of the month.

The Landlord served a *One Month Notice to End Tenancy for Cause* (the “Notice”) on the Tenant by posting the Notice on the door of the trailer. A copy of the Notice was in evidence and, as indicated on page two of the Notice, the Landlord testified that it was issued for repeated late payment of rent.

The Landlord gave evidence of the Tenant’s history of late payments of rent from a period spanning the last two years. Specific dates, twenty in total, were read into evidence, and these dates covered a period from January 7, 2022, until March 14, 2023.

While the Tenant did not dispute that rent was paid late on these dates (or approximately these dates), he testified that he sustained injuries a few years ago requiring shoulder surgery. He was on EI for a period and underwent retraining. He earnestly “tried to do my best [in paying rent on time]” and offered to pay late rent which the Landlord purportedly said was not a problem.

The parties briefly testified about a power cutoff and restoring, though I will not expand on this issue given the outcome of the Notice.

### Analysis

Under section 40(1)(a) of the Act a landlord may end a tenancy by giving notice to end the tenancy if a tenant is repeatedly late paying the rent. *Residential Tenancy Policy Guideline 38* establishes that “Three late payments are the minimum number sufficient to justify a notice under these provisions.”

The undisputed evidence persuades me to find that the Tenant was repeatedly late paying the rent, twenty times in fact, between January 7, 2022, and March 14, 2023, and it is therefore my conclusion that the reason for the Landlord issuing the Notice is rationale, legal, and supported by evidence.

Accordingly, the Notice is upheld and the Tenant’s application to cancel the Notice is dismissed.

I further find that the Notice complies with the form and content requirements as set out in section 45 of the Act. Thus, the Landlord is granted an order of possession of the site pursuant to section 48(1) of the Act.

A copy of the order of possession is issued with this Decision to the Landlord. And the Landlord must serve a copy of the order of possession upon the Tenant by any method listed in [section 81](#) of the Act.

Given the outcome of the dispute of the Notice, I need to consider the remainder claims made in this application, and they are consequently dismissed.

Conclusion

**The Tenant's application is dismissed without leave to reapply.**

**The Landlord is granted an order of possession. A copy of the order of possession must be served by the Landlord upon the Tenant.**

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: July 14, 2023

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Residential Tenancy Branch