

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act*, for orders as follows:

- An order of possession pursuant to section 48;
- A monetary order to recover unpaid rent, maintenance fees and towing/dumping fees, pursuant to section 60;
- An order to recover the filing fee, pursuant to section 65.

Service of the hearing document, by the landlord to the tenant, was done in accordance with section 81 of the *Manufactured Home Park Tenancy Act*, sent via registered mail on May 02, 2009. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent, maintenance fees, other fees and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on June 24, 2005 when the tenant purchased a trailer that was located at the dispute rental pad. The tenant had intentions of fixing it up and then moving in. However, except for fixing frozen pipes in the winter of 2007, the tenant did not conduct any repairs/upgrades to the trailer and never moved in. The monthly pad rent is \$255.00. The tenancy agreement contained a clause that required the tenant to keep his pad yard tidy and mow the lawn. If the tenant failed to mow the lawn, the landlord would get it done at a cost of \$20.00 to the tenant.

The landlord stated that through the tenancy, the tenant did not pay rent on time and on October 28, 2008 the tenant paid rent for the months of September, October and

November 2008. That was the last time that the tenant paid rent. The landlord contacted the tenant several times to ask for rent for December 2008 and the tenant advised the landlord that he would visit the Park office in February and pay his dues.

The tenant did not contact the office and on April 09, 2009, the landlord served the tenant with a ten day notice to end tenancy by registered mail to the dispute address and to the tenant's father's residence. In addition, the landlord posted the notice at the address where the tenant lived.

The landlord stated that as of this date, the tenant's trailer is located on the dispute rental pad and is in a state of disrepair. It appears that the tenant has moved his belongings out of the trailer and has left the door to the trailer unlocked. The landlord also mowed the lawn on two occasions and is claiming \$40.00 for this service. The tenant now owes rent for December through June 2009 in the amount of \$1785.00.

The landlord has applied for an order of possession, rent for seven months (\$1785.00), lawn maintenance (\$40.00) and the filing fee (\$50.00). The landlord has also applied for towing fees (\$3,200.00 + GST) and dumping fees (\$35.00).

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on April 09, 2009 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to section 39 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Manufactured Home Park Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 48, I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of his monetary claim. Section 20 of the *Manufactured Home Park Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for December to June 2009. Therefore, I find that the landlord is entitled to rent in the amount of **\$1785.00**.

I also find that the landlord is entitled to **\$40.00** for lawn maintenance and since the landlord has proven his case, he is therefore entitled to the filing fee in the amount of **\$50.00**.

The landlord has not yet incurred the expense of towing and dumping fees as he was waiting for the outcome of this hearing. The landlord may apply for these costs after he has served the order of possession and has incurred the expense.

I grant the landlord an order under section 60 of the *Manufactured Home Park Tenancy Act* for **\$1875.00** which includes rent for seven months in the amount of \$1785.00, maintenance costs of \$40.00 and the filing fee of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$1875.00**.

Dated June 05, 2009.

Dispute Resolution Officer