

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the 1 Month Notice to End Tenancy for Cause, and an Order to recover the cost of this application from the tenant.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on May 12, 2009. Mail receipt numbers were provided in the landlord's verbal testimony. The tenant was deemed to be served the hearing documents on May 17, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to Section 48 of the *Manufactured Home Park Tenancy Act*?

Background and Evidence

The landlord testified that he works for the owner of the manufactured home park which pertains to this hearing but that he manages a different manufactured home park for the owner. The landlord stated that the owner requested that he attend the hearing on the owner's behalf.

The landlord advised that tenant began his tenancy on approximately January 2, 2002 and that rent is currently payable on the first of each month in the amount of \$427.44.

The landlord testified that a 1 Month Notice to End Tenancy was issued to the tenant on April 15, 2009 and was sent to the tenant via registered mail on April 15, 2009. The landlord submitted Canada Post receipt numbers in his documentary evidence.

The landlord advised that the tenant has paid his rent repeatedly late and that several 10 Day Notices to End Tenancy have been issued to the tenant. The landlord testified that notices for unpaid rent were issued and that the tenant later pays the rent. The landlord advised that 10 Day Notices for Unpaid Rent were issued and paid as follows:

Issued May 11, 2008	Tenant paid rent May 19, 2008
Issued Aug. 09, 2008	Tenant paid rent Sept. 05, 2008
Issued Feb. 06, 2009	Tenant paid rent Feb. 08, 2009
Issued March 18, 2009	Tenant paid rent Mar. 22, 2009

The landlord testified that he was instructed by the tenancy branch to stop issuing the 10 Day Notices and to issue the 1 Month Notice to End Tenancy for Cause. The landlord testified that the tenant has failed to pay rent for May 2009 and June 2009.

The landlord advised that the tenant also has 3 large dogs which is against the written "Conditions of Tenancy" which the tenant was issued back in 2002. The landlord could not advise if the tenant was ever told either verbally or in writing that by having the dogs at the Manufactured Home was a breach of the tenancy agreement.

The witness testified that, in the past, she has personally delivered 10 Day Notices for Unpaid Rent to the tenant and that she knows for certain that the tenant has not paid May or June 2009 rent.

The witness could not advise if the tenant was ever told either verbally or in writing that by having 3 dogs at the Manufactured Home was a breach of the tenancy agreement however the tenant did state that one of the tenant's dogs has gotten out of the tenant's yard and has tried to attack her and other tenants.

The landlord is seeking an Order of Possession for the earliest possible date and to recover the cost of the filing fee from the tenant for this application.

Analysis

Based on the evidence and testimony before me I find that the tenant was served a 1 Month Notice to End Tenancy for Cause in accordance with section 82 of the *Manufactured Home Park Tenancy Act*.

Order of Possession - Based on the foregoing, I find that the tenant is conclusively presumed, under section 40 (4) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice.

Monetary Order – I find that the landlord is entitled to a monetary claim to recover the filing fee of \$50.00 for the tenant.

Conclusion

I HEREBY FIND that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I HEREBY FIND in favor of the landlord's claim to recover the cost of the filing fee. A copy of the landlord's decision will be accompanied by a Monetary Order for \$50.00. The order must be served on the respondent and is enforceable through the Provincial Court 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 *Residential Tenancy Act*.

Dated: June 18, 2009.

Dispute Resolution Officer