



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This matter dealt with an application by the landlord for an Order of Possession and a Monetary Order for unpaid rent, for loss or damage under the Act or tenancy agreement and to recover the filing fee for this proceeding. During the hearing the landlord withdrew his application for loss or damage under the Act or tenancy agreement.

Service of the hearing documents was done in accordance with section 81 of the *Act*. They were hand delivered to the tenant on June 12, 2009. The tenant confirmed she had received them.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Whether the landlord is entitled to an Order of Possession?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

Background and Evidence

This tenancy is a manufactured home park tenancy and the tenant rents the pad from the landlord. The tenancy started on October 01, 2006. Rent is \$463.50 per month payable on the 1st of each month.

The landlord testifies that the tenant has always been a good tenant in regard to respecting the general rules of the park. However, there have been many occasions

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where she has not paid her rent on time and numerous 10 Day Notices have been issued since 2007. The landlord feels that this is an ongoing problem and his goodwill has now been exhausted. The tenant did not pay rent for June, 2009 and the landlord issued a 10 Day Notice to End the Tenancy on June 02, 2009. This Notice indicated that the tenant should either pay the rent arrears or apply for Dispute Resolution or the tenancy would end on June 12, 2009. The tenant did not comply with the Notice. On or around June 12 she paid \$100.00 to the landlord towards her rent for June. This left a shortfall of \$363.50. The tenant has not paid rent for July, 2009 of \$463.50. The landlord requests that the tenant sales her home to pay the outstanding rent or remove her home from the park.

The tenant does not dispute these facts. She testifies that she lost her job and has been waiting for government payments to come. Since then she has found a new job and did attempt to pay a portion of the rent arrears but the landlord would not accept this. The tenant has agreed to the landlords' suggestion that she sells her home and will move out as soon as this is sold or by the date on the Order of Possession. This is a private agreement between the landlord and tenant.

Analysis

The tenant does not dispute the fact that she owes the landlord rent to the sum of \$827.00. Based on this I uphold the landlords application for a Monetary Order pursuant to section 60 of the *Act*. As the landlord has been successful with his application I find that he is entitled to recover the filing fee for the cost of this application pursuant to section 65(1) of the *Act*. The landlord is entitled to a Monetary Order as follows:

Outstanding rent for June	\$363.50
Rent for July	\$463.50
Filing fee	\$50.00
Total amount due	\$877.00

I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 39 of the *Manufactured Home Park Tenancy Act*. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenant is conclusively presumed, under section 39(5)(a)(b) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice and grant the landlord an order of possession pursuant to section 48(2) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$877.00**. The order must be served on the tenant and is enforceable through the Provincial Court as an order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on **September 08, 2009**. This order must be served on the tenant and may be filed in the Supreme 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 *Residential Tenancy Act*.

Dated: July 08, 2009.

Dispute Resolution Officer