



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession, a Monetary Order for unpaid rent and to recover the cost of the filing fee.

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 June 19 and June 29. Mail receipt numbers were provided in the landlord's documentary evidence and these shows an attempted delivery was made, the respondent was not located for the first delivery and a card was left at the second delivery indicating where the respondent could collect the mail. The respondent failed to collect the mail and was deemed to be served the first set of the hearing documents on June 24, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*. The hearing package was also posted on the tenants' door. I find that the landlord made every attempt to serve the tenant pursuant to section 89 of the *Act*.

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

There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started approximately 10 years ago on the manufactured home park site. This is a month to month tenancy and the pad rent is \$200.00 per month due on the 1st of each month.

The landlord testifies that the tenant did not pay all his rent for February, 2009 which left an outstanding amount of \$40.00 and a 10 Day Notice was issued on February 02, 2009 to end the tenancy on February 16, 2009. The tenant did not respond to this Notice by paying the outstanding rent, applying for Dispute Resolution or moving from the trailer park. On April 09, 2009 the landlord believed the tenant had abandoned the trailer and posted a Notice on the door concerning the fact that no one had lived at the trailer for over 30 days and that the tenant had ceased paying rent in February.

The landlord testifies the tenant called to say the trailer had not been abandoned and that the tenant stated that he would not be paying any rent and the landlord should do what they have to do. Another letter was posted on the tenants' door dated June 29 again concerning the abandonment of the trailer and detailing the past events.

The landlord has requested an amendment to their original claim to include unpaid rent for July, 2009 of \$200.00. This has been granted.

Analysis

The *Manufactured Home Park Tenancy Act* section 39 states that a landlord may end a tenancy if rent is unpaid on any day after the date it is due, by giving Notice to end the tenancy effective on a date that is not earlier than 10 days after the tenant is served this notice.

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.

I further find, in the absence of any evidence from the tenant despite opportunity to attend the hearing, that the tenant has not paid rent since February and owes a total amount for February to July, 2009 of \$1,040.00.

As the landlord has been successful with their application they are entitled to recover the \$50.00 filing fee for this proceeding.

A Monetary Order will be issued to the landlord for the following amount;



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Outstanding rent February to July, 2009	\$1,040.00
Total amount due to the landlord	\$1,090.00

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 **\$1,090.00**. The order must be served on the respondent 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 **July 17, 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 10, 2009.

Dispute Resolution Officer