



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNR, OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession for unpaid rent, a Monetary Order for unpaid rent and for money owed or compensation for damage or loss under the *Manufactured Home Park Tenancy Act (Act)*.

Service of the hearing documents, by the landlord to the tenant named on the tenancy agreement, was done in accordance with section 89 of the *Act*, given to this tenant in person on April 21, 2010. The landlords' witness who served the tenant gave affirmed testimony that service of the hearing documents took place as declared by the landlord for this tenant. The other Respondent named on the application did not receive notice of this hearing and therefore only the Monetary Order will be dealt with at the hearing today.

The landlord and his agent appeared, gave affirmed testimony, were provided the opportunity to present their 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

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testifies that this tenancy started on February 01, 2010. The tenant rents the site on this mobile home park for the monthly rent of \$265.00. Rent is due on the first of each month. The landlord states that the other respondent named on the application was the owner of the trailer and the tenant rented this from him. The landlord states that they believe that the tenant purchased this trailer from the other respondent but has not seen any documents to confirm this transfer of ownership.

The landlords' agent states the tenant did not pay his site rent for February, March and April. The tenant was charged a late fee for one month of \$25.00 as agreed in the tenancy agreement. The landlord has provided a copy of the 10 Day Notice to End Tenancy which was served on the tenant on April 07, 2010 due to rent arrears and late fees totalling \$820.00. The landlord states the tenant did not pay the arrears within the five days as stated on the Notice; however the tenant did make a payment of \$260.00 on May 19, 2010. Since that time the tenant has not paid any rent and the total amount of outstanding rent for February, March, April, May, June, July and August is now \$1,620.00.

The landlords' agent states that sometime in July, 2010 the tenant moved to a drug rehabilitation centre. He had other friends living at the trailer who moved out on August

08, 2010. The landlord states the trailer now stands empty and they are unsure who the legal owner is or if the tenant will return to the trailer.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing, I find that there is no dispute of the fact that the tenant owed arrears for seven months rent. Payment of the rent within five days of receiving the Notice in April, 2010 would have served to automatically cancel the Notice. In this instance the debt was not paid within five days and the tenant failed to pay rent for the following four months. Based on this I find the landlords' application for a Monetary Order for unpaid rent is upheld and the landlord is entitled to a monetary award of \$1,620.00.

With regard to the landlords application for an Order of Possession based on the 10 Day Notice for unpaid rent; I find the landlord has not established who the legal owner of the trailer is. If the legal owner is the second Respondent then the landlord was unable to serve this respondent with notice of this hearing and consequently without this proof of ownership to establish who is the legal owner of the trailer I am not prepared to issue the landlord with an Order of possession at this time. If however the landlord is able to establish which of the respondents is the legal owner of the trailer then they are at liberty to reapply for an Order of Possession and at this time the 10 Day Notice to End Tenancy issued on April 07, 2010 remains in force and effect.

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 **\$1,620.00**. The order must be



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

served on the respondent named on the order and is enforceable through the Provincial Court as an order of that Court.

I HEREBY DISMISS the landlords' application for an Order of Possession with leave to reapply

The 10 Day Notice to End Tenancy dated April 07, 2010 remains in force and effect.

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: August 10, 2010.

Dispute Resolution Officer