

DECISION

Dispute Codes: OPC and FF

Introduction

This application was brought by the landlord seeking an Order of Possession pursuant to a one- month Notice to End Tenancy for cause served on September 28, 2010 by registered mail and by posting on the door of the manufactured home. The landlord also sought a Monetary Order for recovery of the filing fee for this proceeding.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to an Order of Possession in support of the Notice to End Tenancy.

Background and Evidence

According to the tenant, this manufactured home park tenancy began in 1993. The present landlord purchased the park in 2005 and no copy of a written agreement had been passed to him. Pad rent is \$275 per month.

The tenant vacated the home on or about April 1, 2010 when she left the province for employment but continued to pay pad rent until November 2010. She had listed the rental unit for sale and had been advised by the landlord by letter of April 28, 2010 of the need for repairs if the unit was to be sold.

The tenant's daughter and son in law had begun the repair work, but had done no work since mid-July and the structure was left with some missing siding among other serious deficiencies. Apparently, the daughter and son-in-law had contemplated moving in to the manufactured home and had been advised by the landlord of the need to make an application for tenancy and complete the repairs.

A severe wind storm on November 1, 2010 tore off part of the roof and some of the remaining siding. Photographic evidence and the first-hand account of the former park manager appear to substantiate that the structure is beyond rescue. In addition, the realtor who had listed the unit for sale advised the landlord that potential buyers had said the unit was not worth fixing.

Analysis

Section 40(1)(f) of the *Act* provides that a landlord may issue an Notice to End Tenancy for cause in circumstances where, among others, "the tenant does not repair damage to the manufactured home site, as required under section 26 (3) [*obligations to repair and maintain*], within a reasonable time;"

Section 40(5) of the *Act* provides that, if a tenant receiving a Notice to End Tenancy for cause does not make application to contest the notice within 10 days of receiving it, then the tenant is conclusively presumed to have accepted that the tenancy ends on the date set by the notice, October 31, 2010 in this matter.

Accordingly, I find that the Notice to End Tenancy was lawful, valid and uncontested and that the landlord is entitled to an Order of Possession. The landlord stated that he would accept an end date of December 31, 2010 to give the tenant an opportunity to arrange for demolition and removal, and if possible, salvage.

The landlord also withdrew his request for a Monetary Order to recover the filing fee for this proceeding and advised the tenant that he would waive the rent for December.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect no later than December 31, 2010 for service on the tenant.

November 25, 2010