

DECISION

Dispute Codes: OPR, MNR, MNDC and FF

Introduction

This application was brought by the landlord on March 4, 2011 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by registered mail on February 16, 2011. The landlord also sought a Monetary Order for the unpaid rent for January, February and March of 2011 and recovery of the filing fee for this proceeding.

Despite having been served with the Notice to End Tenancy sent by registered mail on March 8, 2011, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing.

As a matter of note, the park manager brought the present application in his name. However, as rent cheques are payable to the corporate landlord, with the manager's consent, I have amended the style of cause to name the corporate landlord as applicant.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to an Order of Possession and a Monetary Order for the unpaid rent and recovery of the filling fee for this proceeding.

Background and Evidence

This manufactured home park tenancy began on May 1, 2008 and pad rent is \$320 per month. The double wide manufactured home is two years old.

During the hearing, the landlord gave evidence that the tenants had vacated the manufactured home in the June of 2010 following the accidental passing of their son and caregiver to move into a retirement home. He said that, up to and including December 2010, members of the tenants' family had kept up the pad rent. However, he said no rent had been paid for January, February or March of 2011.

He said that he had tried on several occasions to communicate with the tenants and family members, but on receiving no response, he was compelled to serve the Notice to End Tenancy for unpaid rent.

Recently a bailiff attended the manufactured home park to view the unit and advised that a lending agency with a security interest in the structure was in the midst of foreclosure proceedings.

Analysis

Section 20 of the *Act* provides that tenants must pay rent when it is due. Section 39 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenant may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenants did not make application to dispute the notice and I accept the evidence of the landlord that they did not pay the full rent within five days of receiving the notice.

Therefore, under section 39(5) of the *Act*, the tenants are conclusively presumed to have accepted that the tenancy ended on the effective date under the Notice to End Tenancy which March 3, 2011 taking into account the five days deemed service of notice service by registered mail.

Thus, I find that the landlord is entitled to an Order of Possession effective two days from service of it on the tenants.

I further find that tenants owe the landlord an amount calculated as follows:

Rent for January 2011	\$ 320.00
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Rent for February 2011	320.00
Rent for March 2011	320.00
Filing fee	<u>50.00</u>
TOTAL	\$1,010.00

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 two days from service of it on the tenants.

In addition, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,010.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

March 21, 2010