



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 48; and
2. A Monetary Order for unpaid rent - Section 67.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice to End Tenancy for Cause (the “Notice”) valid?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on January 1, 2011. Rent in the amount of \$530.00 is payable in advance on the first day of each month. The Landlord states that the Tenant has been repeatedly late making rent payments and on August 17, 2011, the Landlord served the Tenant with a Notice to End Tenancy for Cause with an effective date of September 19, 2011 by posting the Notice on the door. The Landlord states that the Tenant was late paying rent for the months of June and August 2011, has not paid these rents to date and further failed to pay rent for September and October 2011. The Landlord requests that the claim be amended to include a monetary claim for October unpaid rent. The Tenant does not object to amending the claim and does not dispute that the amount of rental arrears owing and being claimed by the Landlord is \$2,120.00 for unpaid rent for the months of June, August, September and October 2011. The Tenant states that he has

not filed an application to dispute the Notice, accepts the end of the tenancy and intends to move out. The Landlord also claims reimbursement for late fees and NSF fees however it is noted that the tenancy agreement filed for the Hearing does not contain any terms in relation to the payment of these charges by the Tenant.

Analysis

Section 40 of the Act requires that upon receipt of a Notice to End Tenancy for cause-payment of rent the tenant must, within ten days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not file the application to dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Based on the undisputed evidence I find that the Tenant was served with the Notice and I find the notice to be valid. The Tenant has not filed an application to dispute the notice, has not moved out and has not paid rental arrears. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. As the Tenant did not object to amending the Landlord's claim to include unpaid rent for October 2011, I amend the claim and find that the Landlord is entitled to a monetary amount of **\$2,120.00** for rental arrears for the months of June, August, September and October 2011. As the Landlord has not provided any evidence in relation to the Tenant's obligation for late and NSF fees, I dismiss this part of the Landlord's claim.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the Landlord an order under Section 60 of the Act for the amount of **\$2,120.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: October 18, 2011.

Residential Tenancy Branch