



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord and both tenants.

The landlord testified there are currently no rental arrears and as such I amend the Application to exclude a monetary order for rental arrears.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 39, 48, 60 and 65 of the *Manufactured Home Park Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on May 14, 2009 for a month to month tenancy beginning on June 1, 2009 for the monthly rent of \$330.00 due on the 1<sup>st</sup> of each month and a security deposit of \$325.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on February 3, 2012 with an effective vacancy date of February 13, 2012 due to \$330.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of February 2012 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on February 3, 2012.

The Notice states 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 in full or apply to dispute the Notice to End Tenancy within five days. The tenant testified that he thought that this hearing was his opportunity to dispute the notice even though he received the

notice of hearing at least 2 weeks after he received the 10 Day Notice and he did not submit his own Application.

The parties agree the tenants paid rent for February and March 2012 on February 29, 2012. The landlord testified a receipt was issued for both payments for use and occupancy only, thus not reinstating the tenancy. The landlord agreed to a March 31, 2012 vacancy date as the tenants had paid for use and occupancy until that date.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on February 3, 2012 and the effective date of the notice was February 13, 2012. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under Section 39(4) of the *Act*.

Based on the foregoing, I find the tenants are conclusively presumed under Section 39(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

I find the landlord is entitled to an order of possession effective **March 31, 2012**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 *Manufactured Home Park Tenancy Act*.

Dated: March 08, 2012.

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Residential Tenancy Branch