



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, OPB, MNR, FF

### 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;
2. A Monetary Order for unpaid rent - Section 60; and
3. An Order to recover the filing fee for this application - Section 65.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on May 26, 2008. Rent in the amount of \$281.60 is payable in advance on the first day of each month. The Tenant failed to pay rent for July 2012 and sublet the rental unit without the consent of the Landlord. On June 7, 2012, the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by registered mail. The Tenant has not filed an Application for Dispute

Resolution and has not paid the outstanding rent. The Landlord claims \$281.60 and an Order of Possession.

### Analysis

Section 40 of the Act requires that upon receipt of a Notice to End Tenancy for cause the tenant must, within ten (10) days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not 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 Landlord's evidence I find that the Tenant was served with a notice to end tenancy cause and I find the notice to be valid. The Tenant has not filed an application to dispute the notice. The Tenant has also not paid the rental for July 2012. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$281.60** in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$331.60**.

### 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 **\$331.60**. 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 *Residential Tenancy Act*.

Dated: August 22, 2012.

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Residential Tenancy Branch