



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, OPR, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the landlord for an Order of Possession based on the Ten-Day Notice to End Tenancy for Unpaid Rent dated July 4, 2012 and a monetary order for rental arrears owed.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 30, 2012, the tenant did not appear. The landlord verified service of the hearing package by registered mail by providing copies of receipts.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence are:

- Is the landlord entitled to an Order of Possession based on the Ten-Day Notice to End Tenancy issued under section 39?
- Has the landlord has proven that the landlord is entitled to monetary compensation under section 60 for rental arrears owed ?

### **Background and Evidence**

The landlord testified that the tenancy began in February 2011 and the rent is \$290.00 per month. The landlord testified that, when the tenant failed to pay rent due on July 1, 2012, a Ten Day Notice to End Tenancy for Unpaid Rent was served on the tenant. The landlord submitted into evidence a copy of the Ten-Day Notice to End Tenancy dated July 4, 2012, with effective date of July 20, 2012. The landlord testified that the tenant did not pay the arrears, did not vacate the park, nor did the tenant make an application to dispute the Notice. The landlord testified that the tenant then failed to pay the \$290.00 rent owed for August 2012 and now has accrued arrears in the amount of \$580.00, which is being claimed.

### **Analysis**

Section 39 of the Manufactured Home Park Tenancy Act (the Act) states:

(1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Based on the testimony of the parties, I find that the tenant did not pay the rent when it was due and was served with a Ten-Day Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent within 5 days allowed to cancel the Notice and did not apply to dispute the Notice. The tenant is therefore conclusively presumed under section 39(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession

I find that the landlord has established a total monetary claim of \$630.00, comprised of \$290.00 rent owed for the July 2012, \$290.00 rent for the month of August 2012 and the \$50.00 fee paid by the Landlord for this application.

### **Conclusion**

Based on the above facts, under *section 48* of the *Act*, I find that the Landlord is entitled to an Order of Possession and I hereby issue the order effective two days after service on the Tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Based on the testimony and evidence presented during these proceedings, I grant the landlord a monetary order under section 60 of the *Act* for \$630.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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 *Manufactured Home Park Tenancy Act*.

Dated: August 20, 2012.

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Residential Tenancy Branch