



# 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 an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing..

### Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The rental unit is a home site in the landlord's manufactured home park. The tenancy began on November 28, 2008. The rent is \$425.00 due in advance on the first day of each month. There was a previous hearing regarding this tenancy. In April 2011 the landlord was granted a monetary order for unpaid rent and an order for possession. Instead of enforcing the order for possession the landlord gave the tenant an opportunity to continue the tenancy and repay rental arrears

The tenant has not paid since September. There was \$401.00 of arrears outstanding at that time. The landlord served the tenant with a 10 day Notice to End Tenancy dated December 9, 2012. The notice was served by posting it to the door of the tenants manufactured home at the rental site. The Notice to End Tenancy stated that the tenant failed to pay rent in the amount of \$1,751.00 and required the tenant to move out of the rental unit by December 19, 2012. The tenant has not paid the amount stated on the Notice and has not paid rent for January. She did not file an application to dispute the Notice to End Tenancy. The landlord testified that taking into account unpaid rent for January and a \$25.00 late fee, the current amount owing for rent is the sum of \$2,200.00. the tenant acknowledged at the hearing that this was the correct amount owing. She said that she had recently found work and would be able to make payments on account of the amount owing. The landlord's representative said the landlord may allow the tenant to continue occupancy provided she adhered to a payment schedule,

but she requested an order for possession to be enforced if the tenant failed to make payments.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The discretion to enforce the order rests with the landlord.

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$2,200.00 for the outstanding rent to and including rent for January. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,250.00. an order under section 60 in the said amount. 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 *Manufactured Home Park Tenancy Act*.

Dated: January 18, 2013

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Residential Tenancy Branch

