



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KURPIL HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR FF

Preliminary Issues

Upon review of the application for dispute resolution the Landlord confirmed that the Tenant was not required to pay a security deposit or a pet deposit for this Manufactured Home Park tenancy. He said that he was told by the Government Agent to select a monetary order to keep the deposits when completing his application.

Based on the submissions of the Landlord, and given that he indicated the items being requested in the details of the dispute, I amend the application to withdraw the request to keep the pet and security deposits, in accordance with section 57(3) of the *Manufactured Home Park Tenancy Act*.

In regards to registered mail fees for bringing this application forward, as noted on the application in the details of the dispute, I find that the Landlord has chosen to incur these costs which cannot be assumed by the Tenant. The dispute resolution process allows an applicant to claim for compensation or loss as the result of a breach of Act. Costs incurred due to a service method choice are not a breach of the Act. Therefore, I find that the Landlord may not claim mail costs, as they are costs which are not denominated, or named, by the *Manufactured Home Park Tenancy Act*.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 7, 2013 by the Landlord to obtain an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and to recover the cost of the filing fee from the Tenant for this application.

The Landlord affirmed that the Tenant was served copies of the application for dispute resolution and notice of hearing documents by registered mail on February 13, 2013. Canada Post tracking receipts were provided in the Landlord's evidence. Based on the

submissions of Landlord I find that the Tenant was sufficiently served notice of this proceeding, in accordance with the Act, and I continued in the Tenant's absence.

Issue(s) to be Decided

1. Should the Landlord be granted an Order of Possession?
2. Should the Landlord be awarded a Monetary Order?

Background and Evidence

The Landlord affirmed that his parents used to own the manufactured home park since around 1968 and he took over ownership approximately two years ago. The Tenant has occupied pad #60 with her manufactured home since approximately 2008. Rent is payable on the first of each month in the amount of \$215.40.

The Landlord submitted that the Tenant abandoned her manufactured home sometime in late November 2012 and moved to another city with her boyfriend. Rent was not paid for December 2012 or January 2013 so on January 29, 2013 at 1:43 p.m. he served the Tenant a 10 Day Notice to end tenancy by posting it to her door.

The Landlord is seeking to regain possession of the manufactured home site as soon as possible and requests a Monetary Order for unpaid rent for December 2012, January 2013, and February 2013.

Analysis

When a tenant receives a 10 Day Notice to end tenancy for unpaid rent they have (5) days to either pay the rent in full or to make application to dispute the Notice or the tenancy ends.

In this case the Tenant is deemed to have received the 10 Day Notice on February 1, 2013, three days after it was posted to her door, and the effective date of the Notice is **February 11, 2013**. The Tenant did not pay the rent and did not dispute the Notice, therefore, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit to which the notice relates, pursuant to section 48 of the *Act*. Accordingly, I approve the Landlord's request for an Order of Possession.

The Landlord claimed unpaid rent of \$646.20 which includes rent that was due December 1, 2012, January 1, 2013 and February 1, 2013 (2 x \$215.40). The Tenant

failed to pay rent in accordance with the tenancy agreement which is a breach of section 20 of the Act. Accordingly, I award the Landlord a Monetary Order for unpaid rent of **\$646.20**.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

I HEREBY FIND the Landlord is entitled to an Order of Possession effective **Two (2) Days upon service**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been awarded a Monetary Order in the amount of **\$696.20** (\$646.50 + \$50.00). This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia 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: March 05, 2013

Residential Tenancy Branch

