



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Adriatic North Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord: OPR, MNR, MNDS and FF
Tenant: MT, CNR and O

Introduction

This hearing addresses applications by both the landlord and the tenant.

The landlord's application of August 28, 2013 seeks an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by posting on the tenant's door on July 25, 2013. The landlord also sought a monetary award for unpaid rent, loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding.

The tenant's application of August 1, 2013 sought to contest the notice to end tenancy.

Despite having made application, and despite have been served with the landlord's notice of hearing, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing.

Therefore, the tenant's application is dismissed without leave to reapply and the hearing proceeded on the landlord's application in his absence.

Issue(s) to be Decided

Should the notice to end tenancy be upheld with an Order of Possession or set aside?
Is the landlord entitled to a monetary award and in what amount?

Background and Evidence

This tenancy pertains to a manufactured home site on the landlord's property. Pad rent is \$325 per month and the tenant owns the structure. The tenancy has been underway for four years according to the landlord..

The landlord stated that, to adapt to the local economy, payment of rent had started out with the tenant paying the full year's rent of \$3,900 when accounts were settled at the end of the fishing season. She stated that the system had worked well until the tenant's father retired from fishing and the tenant did not continue the tradition.

The landlord submitted into evidence a copy of the tenant's ledger which shows that the tenant had an accumulated rent shortfall of \$6,425 at September 1, 2013 after taking into account a credit for one month's rent for the tenant in consideration of his having done some tree removal work on the property.

In addition, the landlord seeks to recover the \$100 filing fee for this proceeding from the tenant.

Analysis

Section 20 of the *Act* provides that tenants must pay rent when it is due.

Section 39 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenants may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenants did not pay the rent within five days of receiving the notice and did not appear on his application to contest the notice which was dismissed without leave to reapply

Accordingly, under section 39(5) of the *Act*, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy which was August 6, 2013, taking into account the three days for deemed service of notice served by posting.

Accordingly, I find that the Notice to End Tenancy is lawful and valid and that the landlord is entitled to an Order of Possession to take effect at 1 p.m. on September 30, 2013.

I further find that the landlord is entitled to a monetary award for all of the unpaid rent of \$6,425 plus the \$100 filing fee for this proceeding, a total of \$6,525..

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on September 30, 2013.

In addition, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$6,525.00** for service on the tenant.

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: September 10, 2013

Residential Tenancy Branch

