



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided:

Is the Landlord entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent?

Background and Evidence:

The Landlord and the Tenant agree that the Landlord became the owner of this manufactured home on June 14, 2013; that the Tenant owned the home prior to that date; that the Tenant has been renting the home and site from the Landlord since that date; that the parties agreed rent would not be due for any portion of June or July of 2013; that the agreed to pay rent of \$900.00 by the first day of each month, beginning August 01, 2013; that the Tenant has not paid any rent for August, September, or October of 2013; and that the Tenant currently owes the Landlord \$2,700.00.

The Landlord and the Tenant agree that a Ten Day Notice to End Tenancy for Unpaid Rent was posted on the door of the rental unit on September 10, 2013, an exact copy of which was submitted in evidence.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a verbal tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$900.00 by the first day of each month. As the Tenant is renting both the manufactured home and the manufactured home site from the Landlord, I find that their agreement is governed by the *Residential Tenancy Act (Act)*.

On the basis of the undisputed evidence, I find that the Tenant currently owes rent of \$2,700.00. As he is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$2,700.00 in outstanding rent to the Landlord.

On the basis of the undisputed evidence, I find that an exact copy of the Ten Day Notice to End Tenancy for Unpaid Rent which was submitted in evidence was posted on the Tenant's door on September 10, 2013.

Section 52(c) of the *Act* stipulates that to be effective a notice to end tenancy must state the effective date of the notice. The Ten Day Notice to End Tenancy for Unpaid Rent that was submitted in evidence does not declare when the Tenant must move out of the rental unit, which is the effective date of the Notice. I therefore find that the Ten Day Notice to End Tenancy for Unpaid Rent is not effective, as it does not comply with section 52(c) of the *Act*. As the Notice to End Tenancy is not effective, I dismiss the Landlord's application for an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,750.00, which is comprised of \$2,700.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$2,750.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated: October 31, 2013