



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pathfinder Motel and R.V. Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPR MNR MNSD MNDC FF

For the tenants: CNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Manufactured Home Park Tenancy Act* (the “Act”).

The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for authorization to keep all or part of the security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and to recover the cost of the filing fee.

The tenants and an agent for the landlord (the “agent”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Both parties confirmed that they received the evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. Based on the above, I find the parties were sufficiently served in accordance with the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The landlord applied to keep all or part of the security deposit and pet damage deposit, however, the parties agreed that neither a security deposit or pet damage deposit was paid by the tenants. As a result, I dismiss this portion of the landlord's application as it is moot.

The tenants applied to keep cancel a 10 Day Notice for Unpaid Rent or Utilities, however, during the hearing confirmed that they had already vacated the rental unit as of September 17, 2013, which the landlord confirmed. As a result, I dismiss the tenant's application in full as the tenant's application is now moot as they have vacated the rental unit.

During the hearing, the landlord requested to reduce his monetary claim. The landlord's original monetary claim was for a net amount of \$600.00 which was comprised of \$500.00 for unpaid September 2013 site rent, \$500.00 for loss of October 2013 site rent, less a \$400.00 monetary order granted to the tenants as a result of previous Decision dated July 26, 2013, the file number of which has been included on the cover page of this Decision for ease of reference. The landlord requested to amend his claim to include unpaid site rent for September 2013 of \$500.00, less the \$400.00 monetary order granted to the tenants on July 26, 2013, for a net monetary claim of \$100.00. As a result of the above, I will permit the landlord to reduce his monetary claim from the original gross amount of \$1,000.00 to the reduced amount of \$500.00, as the tenants will have to enforce their monetary order in accordance with the *Act*.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The parties agree that a month to month tenancy agreement began on September 1, 2009. Monthly rent in the amount of \$500.00 was due on the first day of each month. The parties confirmed that a security deposit and pet damage deposit were not paid.

The landlord is seeking \$500.00 for unpaid site rent for the month of September 2013. The tenants claim they paid September 2013 site rent in cash to the landlord and submitted in evidence a receipt for \$500.00. On that receipt, the month of September is indicated, however, the year was not included on the receipt. The landlord submitted a similar receipt for \$500.00 and explained that he neglected to include the year on the receipt, however, the receipt was for the previous year for September 2012 and not September 2013. The landlord submitted in evidence, a copy of an Interac payment receipt dated September 1, 2012 in the amount of \$500.00 in support of his testimony that the tenants paid \$500.00 site rent for September 2012, but not for September 2013. The tenants did not dispute that the Interac payment receipt of \$500.00 was from the tenants for September 2012 site rent. The tenants responded by stating that they paid by cash for the month of September 2013 as the landlord demanded cash from the tenants. The landlord stated that he did not demand cash for site rent as alleged by the tenants and that the tenants regularly paid their rent by Interac payment, which is supported by the September 2012 Interac receipt submitted in evidence.

During the hearing, the tenants were ordered to submit a copy of their bank statements for the full months of August 2013 and September 2013 by October 15, 2013 at 1:00 p.m. by fax. The tenants confirmed that they had the correct evidence fax number during the hearing and at the end of the hearing, confirmed that they understood that they had been ordered to fax in their bank statements by October 15, 2013 at 1:00 p.m. The tenants failed to fax in their bank statements as ordered during the hearing.

Later in the hearing, the male tenant claimed that he "could have had the cash from a poker tournament" and that is how the tenants could have had the cash to pay their rent. The male tenant was asked for details including the date and time of the poker game or tournament to support his testimony. The male tenant testified that he was unable to recall any specific details about the poker game or tournament due to the medications he was currently taking.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

The landlord testified that the tenants failed to pay site rent for the month of September 2013 in the amount of \$500.00. The tenants claimed they paid the site rent for September 2013 in cash, however, their testimony changed after they had been ordered to submit their bank statements during the hearing to include that the cash "could have

been” won in a poker tournament. The tenants failed to submit their bank statements for the full months of August 2013 and September 2013 by October 15, 2013 as ordered.

Based on the above, I prefer the evidence of the landlord which was consistent and did not change during the hearing. The tenants’ testimony was not consistent during the hearing and when asked to provide specific details about the cash allegedly won in a poker tournament, the tenants were unable to provide specific details about the poker tournament. Furthermore, the tenants failed to comply with my order to provide supporting bank statements although they verbally confirmed during the hearing that they understood my order.

I find the landlord has met the burden of proof and is entitled to monetary compensation of **\$500.00** for unpaid site rent for the month of September 2013.

As the landlord’s claim had merit, **I grant** the landlord the recovery of their filing fee in the amount of **\$50.00**.

I find that the landlord has established a total monetary claim of **\$550.00** comprised of \$500.00 in unpaid site rent plus the \$50.00 filing fee. **I grant** the landlord a monetary order pursuant to section 60 of the *Act* in the amount of **\$550.00**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenants’ application was dismissed as it was moot. The landlord has been granted a monetary order pursuant to section 60 of the *Act*, in the amount of \$550.00. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: October 25, 2013

Residential Tenancy Branch

