



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Roysor Enterprises DBA Mesa Grove Mobile Home Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

A representative of the landlord and one of the tenants attended the teleconference hearing and both gave affirmed evidence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

A written tenancy agreement was not put into evidence by either party, but the parties agree they have a tenancy agreement. The landlord submitted a copy of a "Customer Aged Detail As at 12/10/2013" (the "Customer Aged Detail") which lists invoices and payments for Lot 45 in chronological order commencing February 28, 2010.

The Customer Aged Detail indicates that \$249.00 was billed to the tenants each month until November 1, 2011 after which the tenants were billed \$254.00 each month. The record of payments by the tenants indicates that the tenants fell behind in their rent payments in 2010 and have accumulated a debt to the landlord for unpaid rent that stood at \$4,942.00 on December 10, 2013 when the Customer Aged Detail report was printed.

The landlord gave evidence that she served a Notice to End Tenancy for Unpaid Rent (the "Notice") on the tenants by personal service on November 7, 2013. At that time, the unpaid rent owing was \$4,688.00. She initially said the tenants have not made any further payments since then, but later in the hearing agreed that the tenant made a \$255.00 payment in December 2013.

The tenant gave evidence that she paid \$255.00 cash in December 2013 and has a receipt. She agrees that they are behind in rent but she does not think the amount

stated by the landlord is correct. She does not know the correct amount. The tenant said she thought some of her payments were not being credited to her account. She said she brought some of her receipts to the landlord last year, but the landlord told her they did not count.

The landlord gave evidence that her practice is to credit any payments received against the longest outstanding rental payment. For that reason, the months the tenant has receipts for are not the same as the months she was credited for.

Analysis

I find that the tenants were served with the Notice on November 7, 2013 and failed to pay the rent owing within five days of receiving the Notice. For that reason, the landlord is entitled to an order of possession.

I accept the landlord's evidence as to the amount of rent owing at the time the Notice was given. The landlord has provided documentary evidence to support her claim. The landlord has also explained why the tenant's receipts do not match the months she is credited for in the Customer Aged Detail. I find that the tenants owed \$4,688.00 at the time the Notice was given. I accept the tenant's evidence that she made a payment in December 2013 for \$255.00. For that reason, the balance owing at December 31, 2013 is \$4,687.00 and I grant the landlord a monetary order for that amount.

Section 56 of the Act provides that the parties may agree to settle their dispute during the hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

Record of Settlement

1. That the tenants will list their manufactured home with a realtor within two weeks of receiving this decision, and will make all reasonable efforts to sell their manufactured home.
2. That the tenants will pay the amount of the monetary order, and any further accrued unpaid rent, to the landlord from the proceeds of sale of the manufactured home.
3. That, if the tenants do not sell their manufactured home within six months of receiving this decision, the tenants agree to sell their manufactured home to the landlord for the price of \$1.00.
4. That, if the tenants abide by this settlement, then the landlord will not take steps to enforce the order of possession or the monetary order.

Conclusion

I grant the landlord an order of possession and a monetary order of \$4,687.00.

Pursuant to the settlement reached by the parties, as above, the parties are ordered to abide by the terms of the settlement agreement as above.

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 23, 2014

Residential Tenancy Branch