



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLATTNIG INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") for an Order of Possession and a Monetary Order for unpaid rent or utilities. The Landlord also applied for money owed or compensation for damage or loss under the Manufactured Home Park Tenancy Act (the "Act") and to recover the filing fee for the cost of making the Application.

The Landlord appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence in advance of the hearing.

The Landlord testified that she had registered mailed a copy of the Application and the amended Application, and the Notice of Hearing documents to the mailing address associated with the Tenant's manufactured home. The Landlord provided the Canada Post tracking numbers as evidence for this method of service. Section 83 of the Act states that a document served by mail is deemed to have been received 5 days after mailing it. As a result, I find that the Tenant was deemed served under the Act.

The Tenant did not appear for the hearing and did not provide any evidence in advance of the hearing, despite being served with the hearing documents in accordance with the Act. As a result, I considered the undisputed evidence of the Landlord in this decision as follows.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?
- Is the Landlord entitled to unpaid rent in the amount of \$1,751.94?

Background and Evidence

The Landlord testified that this tenancy started on August 1, 2007 on a month to month basis. Rent in the amount of \$230.78 for the manufactured home park site was payable by the Tenant on the 15th day of each month at the start of the tenancy. Currently the Tenant's rent for the site is payable in the amount of \$301.63.

The Landlord testified that the Tenant failed to pay rent in the amount of \$574.34 for July and August, 2013. After this time, the Landlord testified that the Tenant left the manufactured home park and the Landlord was approached by an unknown occupant of the Tenant's manufactured home who explained that she was subletting it from the Tenant. The Landlord testified that this unknown occupant paid site rent to the Landlord for the months of September, October and November, 2013 after which point she left.

As a result, the Landlord issued the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), on December 4, 2014 by registered mail and by attaching it to the Tenant's door. The Notice was provided as evidence and shows an expected date of vacancy of December 15, 2014, due to \$574.34 of unpaid rent that was due on August 15, 2013 for July and August, 2013.

The Landlord made an Application on December 17, 2013. However, the hearing was not scheduled by the Residential Tenancy Branch until April 8, 2014. The Landlord testified that the Tenant's father paid her rent for January, 2014 in the amount of \$287.17 and the Landlord asked the Tenant's father where the Tenant was; the Tenant's father did not know and the Landlord explained to the Tenant's father that she was still seeking to end the tenancy as the Tenant has not paid rent for July, August and December, 2013.

The Landlord further testified that she has received no rent for the months of February, March and April, 2014 and as a result claims a total of \$1,751.94 in unpaid rent from the Tenant.

Analysis

Having examined the Notice, I find that the contents on the approved form complied with Section 45 of the Act.

Section 39(4) and (5) of the Act provides that within five days of a Tenant receiving a Notice, the Tenant must pay the overdue rent or make an Application to cancel the Notice; if the Tenant fails to do either, then they are conclusively presumed to have

accepted the end the tenancy and they must vacate the rental site on the date to which the Notice relates.

The Tenant was served the Notice by registered mail and by attaching it to the door of the Tenant's manufactured home door. As a result, I find pursuant to Section 83 of the Act, the Tenant is deemed to have received the Notice.

As a result, I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and therefore, the Landlord is entitled to an Order of Possession and a Monetary Order.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of this Application pursuant to Section 65(1) of the Act.

Therefore, the total amount payable by the Tenant to the Landlord is \$1,801.94.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession for the manufactured home park site, effective **2 days after service on the Tenant**. This order may then be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to remove his manufactured home.

When the manufactured home has been removed from the park, the Landlord is at liberty to re-rent the manufactured home park site.

I also grant the Landlord a Monetary Order pursuant to Section 60 of the Act in the amount of **\$1,801.94**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment.

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: April 08, 2014

Residential Tenancy Branch

