



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAUGHLIN MOBILE HOME PARK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) by the landlord for a monetary order for unpaid site rent.

An agent for the landlord (the “agent”) attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the matters before me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”), the Application for Dispute Resolution (the “Application”), and documentary evidence were considered. The agent testified under oath that the tenant was served with a registered mail package that included the Notice of Hearing, Application and documentary evidence on April 2, 2014. The agent testified that the registered mail package was mailed to the address provided by the tenant on an envelope mailed to the landlord from the tenant and postmarked January 2, 2014, which was submitted in evidence. The registered mail package was tracked online on the Canada Post registered mail tracking website and indicates that tenant successfully signed for and accepted the registered mail package on April 21, 2014. Based on the above, I find the tenant was served as of April 21, 2014, when the tenant signed for and accepted the registered mail package. As the tenant did not attend the hearing and the tenant was served in accordance with the *Act*, the hearing proceeded in the tenant's absence.

Preliminary and Procedural Matter

During the hearing the agent verbally requested to recover the cost of the filing fee. As section 65 of the *Act* provides for the recovery of the filing fee, the landlord's application was amended to include the request to recover the cost of the filing fee.

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 agent stated that in a previous decision, the landlord was awarded previously outstanding site rent and NSF charges. The landlord is claiming \$1,393.59 for unpaid site rent for the months of February, March and April of 2014 which have not been previously claimed. The agent stated that the landlord deemed the rental site abandoned as of May 1, 2014 and is not seeking May 2014 rent as a result.

The agent stated that monthly site rent is \$464.53 per month and is due on the first day of each month. A copy of the tenancy agreement was submitted in evidence and the agent stated that rent was increased during the course of the tenancy in accordance with the *Act*. The agent testified that the current landlord purchased the property from the landlord named on the tenancy agreement approximately five years ago.

Analysis

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

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 60 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,

4. That the party making the application did what was reasonable under the *Act* to minimize the damage or loss.

Claim for unpaid site rent for February, March and April of 2014 – The agent testified that site rent of \$464.53 for the months of February to April 2014, inclusive, have not been paid by the tenant. Pursuant to section 20 of the *Act*, a tenant must pay site rent when it is due in accordance with the tenancy agreement. Based on the above, and taking into account the undisputed testimony of the agent that the tenant abandoned the rental site as of May 1, 2014, I find that the tenant has failed to comply with a standard term of the tenancy agreement which stipulates that site rent is due monthly on the first of each month. Given the above, I find the landlord has met the burden of proof and has established that the landlord is owed \$1,393.59 by the tenant for unpaid site rent for the months of February, March and April of 2014.

As the landlord has succeeded with their application, I grant the landlord the recovery of the \$50.00 filing fee.

Monetary Order – I grant the landlord a monetary order pursuant to section 60 of the *Act* in the amount of **\$1,443.59** comprised of \$1,393.59 in unpaid site rent as claimed, plus the \$50.00 filing fee. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord's application had merit. The landlord has been granted a monetary order under section 60 in the amount of \$1,443.59. This order must be served on the tenant 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: August 5, 2014

Residential Tenancy Branch