



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HIGHVIEW VILLAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 48(4)(a) of the *Manufactured Home Park Tenancy Act* (the “Act”) in response to a Landlord’s application for an Order of Possession for unpaid rent.

The Landlord submitted a signed Proof of Service declaring that the Notice of Direct Request Proceeding documents were served by attaching them to the Tenant’s door on September 25, 2014 with a witness. Section 83(c) of the Act provides that a document served by attaching it to the door is deemed to have been received three days later. I accept the Landlord’s written evidence that the Tenant was served the Notice of Direct Request Proceeding documents pursuant to Section 82(2) (d) of the Act, and I find that the Tenant was deemed to have received the documents on September 28, 2014.

Issue(s) to be Decided

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

Background and Evidence

The Landlord submitted the following evidentiary material:

- The Landlord’s Application for Dispute Resolution (the “Application”) which was made on September 25, 2014 requesting an Order of Possession for rental arrears.
- A copy of a tenancy agreement which was signed by the Landlord and Tenant on June 7, 2012 for a tenancy commencing on the same day. The agreement shows that rent in the amount of \$315.00 is payable by the Tenant on or before the first calendar day of each month and identified the name of the manufacture home park as that on the Application.

- A copy of a two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued by the Landlord named on the Application. The Notice was issued on September 15, 2014 with an expected vacancy date of September 28, 2014 due to \$2,435.00 in unpaid rent due on September 1, 2014. The Notice shows the number of the rental site and the name of the Landlord, which is the same as that documented on the Application.
- A copy of the Proof of Service of the Notice declaring the Landlord served the Notice to the Tenant on September 15, 2014 by attaching it to the Tenant's door in the presence of a witness who signed to verify this method of service;
- A Notice of Rent Increase issued to the Tenant on June 13, 2013 showing that the rent was going to increase from \$315.00 to \$325.00 payable starting December 1, 2013.
- A 'Statement of account' document which records the payments and lack of payments made by the Tenant during the tenancy. The document shows that by the time the Notice was served to the Tenant, the Tenant was in rent arrears for a total amount of \$2,435.00.

Analysis

I have reviewed the documentary evidence and while the tenancy agreement does not document the site number to which this tenancy relates to, I am satisfied by the subsequent documents provided in written evidence that the tenancy relates to the site number on the Application and the Landlord and agent of the Landlord named on the Application are the current Landlords of the Tenant.

I accept that the Landlord served the Tenant with a Notice that complied with the Act, by attaching it to the door with a witness on September 15, 2014. The Act states that documents served in this manner are deemed to have been received three days after being attached to the door. Therefore, I find that the Tenant was deemed to be served the Notice on September 18, 2014.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay the rent owed on the Notice within the five days provided under Section 39(4) of the Act after being deemed to have received the Notice.

As a result, I find that the Tenant is conclusively presumed under Section 39(5) of the Act to have accepted that the tenancy ended on the vacancy date of the Notice. I therefore find that the Landlord is entitled to an Order of Possession for unpaid rent.

Conclusion

For the reasons set out above, I find the Landlord is entitled to an Order of Possession effective **2 days after service on the Tenant**. This order must be served on the Tenants and may then be filed and enforced in the Supreme Court as an order of that Court.

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: September 29, 2014

Residential Tenancy Branch

