



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 480094 BC LTD. DBA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent and a monetary Order for unpaid rent.

The Agent for the Landlord stated that on January 15, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were personally served to the occupant of the rental unit who attended this hearing (Occupant). The Tenant stated that he received these documents from the Occupant on January 20, 2015. I find that these documents were served to the Tenant on January 20, 2015, pursuant to section 64(2)(b) of the *Manufactured Home Park Tenancy Act (Act)*, and they were accepted as evidence for these proceedings.

The Tenant submitted no documentary evidence.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were not permitted to discuss issues that were not directly relevant to the issue of unpaid rent.

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the correct spelling of the Tenant's name.

Preliminary Matter

The Landlord's claim for a monetary Order for anything other than rent is not being considered, pursuant to section 52(5) of the *Act*, because the Application for Dispute Resolution did not clearly inform the Tenant that the Landlord was seeking compensation for anything other than rent, as is required by section 52(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the fact that in the "Details of

Dispute” section of the Application the Landlord declared that the rent is in arrears by \$2,852.46, which is the total amount of the Landlord’s claim.

I find that proceeding with the Landlord’s claim for anything other than unpaid rent would be prejudicial to the Tenant, as the lack of prior notice of any other claims makes it difficult, if not impossible, for the Tenant to adequately prepare a response to the claims. The Landlord retains the right to file another Application for Dispute Resolution in which the Landlord claims compensation for other fees/losses.

Issue(s) to be Decided

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

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on May 01, 2006. The parties agree that the rent has been periodically increased during the tenancy and that the Tenant is currently required to pay rent of \$297.87 by the first day of each month.

The Landlord and the Tenant agree that the Tenant currently owes rent of \$2,448.78 for the period ending January 31, 2015. The Agent for the Landlord stated that the remainder of the claim of \$2,852.46 relates to late fees, taxes, and insurance costs.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of January 15, 2015, was posted on the door of the manufactured home on January 02, 2015.

The Occupant stated that she located this Notice to End Tenancy on January 03, 2015 and she informed the Tenant of the Notice on that date. The Tenant and the Occupant agree that the Occupant gave the Notice to the Tenant on January 20, 2015.

The Occupant stated that she is an adult who was living on the site on January 03, 2015 and is still living on the site. The Agent for the Landlord and the Occupant agree that they have not entered into a written or an oral tenancy agreement.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that currently requires the Tenant to pay rent of \$297.87 by the first day of each month. Section 20(1) of the *Manufactured Home Park Tenancy Act* (Act) requires tenants to pay rent to their landlord when it is due.

On the basis of the undisputed evidence, I find that the Tenant currently owes \$2,448.78 in rent for the period ending on January 31, 2015. As the Tenant is required to pay rent pursuant to section 20(1) of the Act, I find that the Tenant must pay \$2,448.78 in outstanding rent to the Landlord.

If rent is not paid when it is due, section 39(1) of the *Act* entitles landlords to end the tenancy within ten days, by providing proper written notice. On the basis of the undisputed evidence, I find that the Ten Day Notice to End Tenancy, served pursuant to section 39 of the *Act*, was posted at the rental unit on January 02, 2015. I find this Notice was served in accordance with section 81 of the *Act* and that it was received by the Tenant on January 20, 2015.

Section 39(1) of the *Act* stipulates that a Ten Day Notice to End Tenancy is effective ten days after the date that the tenant receives the Notice. As the Tenant received this Notice on January 20, 2015, I find that the earliest effective date of the Notice was January 30, 2015.

Section 46 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy was January 30, 2015.

Section 39 of the *Act* stipulates that a Tenant has five (5) days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$2,448.78, and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced 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 *Act*.

Dated: February 03, 2015

Residential Tenancy Branch

