



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Timberlands Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord and the named tenant called in and participated in the hearing.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

The rental unit is a pad in the landlord's manufactured home park. The landlord is unsure when the tenancy began and was unable to provide a copy of a written tenancy agreement, but the tenancy began before the landlord purchased the park in 2003. The current monthly rent is the sum of \$444.00, payable on the first of each month. The landlord submitted documents setting out particulars of rent payments since 2011. The landlord's representative testified that there currently are arrears exceeding \$5000.00. The landlord personally served the tenants with a 10 day Notice to End Tenancy dated February 11, 2015. The Notice was given to the tenants on February 13, 2015. The Notice to End Tenancy alleged that the tenants failed to pay rent in the amount of \$5,420.00 that was due on February 1, 2015. The landlord's representative said that the stated amount did not include and amounts for late fees or NSF charges. The landlord's representative testified that the landlord has received no payments from the tenants since the Notice was given. The tenants have made several payments by cheque after the Notice to End Tenancy was given, but they all were returned due to insufficient funds. The tenants have not paid rent since the Notice to End Tenancy was

given and they March and he did not file an application to dispute the Notice to End Tenancy.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenants must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants do neither of these two things, the tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The tenants did not submit any documents to contradict the landlord's evidence as to the rental arrears and I accept the landlord's evidence that the arrears exceed the sum of \$5,000.00.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$5,000.00 for rental arrears up to and including April rent. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$5,050.00 and I grant the landlord an order under section 60 in the said amount. This order may be filed in the 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 *Manufactured Home Park Tenancy Act*.

Dated: April 29, 2015

Residential Tenancy Branch

