



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MT, CNC, FF, O, OPC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlords' 1 Month Notice to End Tenancy for Cause, dated February 28, 2015 ("1 Month Notice"), pursuant to section 59;
- cancellation of the landlords' 1 Month Notice, pursuant to section 40;
- other unspecified remedies;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 65.

The respondent landlord, CH ("landlord") appeared at the date and time set for the hearing of this matter. The landlord confirmed that she had authority to speak on behalf of the landlord company named in this application, as an agent at this hearing (collectively "landlords"). The applicant tenant did not appear at this hearing, although I waited until 11:16 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m.

The landlord testified that she posted the 1 Month Notice on the tenant's door on February 28, 2015. The notice indicates an effective vacancy date of April 1, 2015. The tenant filed this application to cancel the 1 Month Notice and indicated on her application that she received the notice on March 1, 2015. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was deemed served with the landlords' 1 Month Notice on March 3, 2015, three days after its posting.

The landlord testified that the landlords received the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 82 and 83 of the *Act*, I find that the landlords were duly served with the tenant's Application. At the hearing, the landlord orally requested an Order of Possession if the tenant's application for cancellation of the 1 Month Notice was dismissed.

Issues to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession?

Background

The landlord testified that this month to month tenancy began around April 2009. Monthly rent in the amount of \$240.00 is payable on the 15th day of each month. The landlord stated that the tenant owns her trailer and rents the manufactured home site from the landlords. The landlord testified that the tenant continues to reside at the manufactured home site. The landlord stated that a written tenancy agreement exists for this tenancy, but a copy was not provided by either party for this hearing.

The landlords' 1 Month Notice was issued for the following two reasons:

- *Tenant is repeatedly late paying rent; and*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The landlord indicated that the tenant breached a material term of the tenancy agreement by failing to pay rent on time each month. The landlord stated that the tenant has been late in paying rent more than 3 times during this tenancy. The landlord testified that the tenant paid rent late approximately every month from September 2014 until present. The landlord stated that the tenant made partial payments towards rent on March 9, 2015 for \$300.00 and March 31, 2015 for \$1,000.00. The landlord stated that the tenant currently owes rental arrears of \$1,540.00.

Analysis

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Section 48(1) of the *Act* reads as follows:

48 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession

of the manufactured home site to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

Based on the landlords' undisputed testimony at this hearing, I am satisfied that the landlord issued the 1 Month Notice for valid reasons. I find that the tenant was repeatedly late in paying rent more than three times during this tenancy. I find that the landlord's 1 Month Notice is valid.

Therefore, in the absence of any submissions from the tenant, I order the tenant's entire application dismissed without leave to reapply.

Based on my decision to dismiss the tenant's Application, I find that this tenancy ended on the corrected effective date of the 1 Month Notice, April 14, 2015. Accordingly, I find that the landlords are entitled to an Order of Possession, effective at 1:00 p.m. on April 14, 2015.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

I grant an Order of Possession to the landlords effective at 1:00 p.m. on April 14, 2015. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 10, 2015

Residential Tenancy Branch