



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") for an Order of Possession based on a notice to end tenancy for cause and to recover the filing fee from the Tenant.

An agent for the Landlord (the "Landlord") appeared for the hearing along with two witnesses. However, only the Landlord and one of the witnesses provided affirmed testimony during the hearing. The Landlord also provided documentary and photographic evidence prior to the hearing.

However, there was no appearance by the Tenant during the 12 minute duration of the hearing or any submission of written evidence prior to the hearing. Therefore, I turned my mind to the service of documents by the Landlord to the Tenant for this hearing.

The Landlord testified that she personally served the Tenant with a copy of the Application, the Notice of Hearing documents and the evidence on April 29, 2015. The Landlord's witness substantiated this method of service through her oral testimony.

Based on the foregoing and in the absence of any evidence from the Tenant to suggest otherwise, I am satisfied that the Landlord effected service of documents to the Tenant pursuant to Section 82(1) (a) of the Manufactured Home Park Tenancy Act (the "Act"). As a result, I considered the undisputed evidence of the Landlord in this decision as follows.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for cause?

### Background and Evidence

The Landlord testified that this tenancy started on June 1, 2012 on a month to month basis. A written tenancy agreement was established between the parties and currently, the Tenant is required to pay rent to the Landlord in the amount of \$284.00 on the first day of each month. The Landlord confirmed that the Tenant has paid rent for June 2015 but that she was still seeking an Order of Possession and had informed the Tenant of this.

The Landlord testified that on April 9, 2015 she personally served the Tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice"). The Landlord's witness verified this method of service and had also provided a signed Proof of Service document into written evidence.

The Notice was also provided into evidence and shows an expected date of vacancy of May 31, 2015. The reasons indicated on the Notice for ending the tenancy were:

1. The Tenant has engaged in illegal activity that has, or is likely to:
  - damage the Landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical wellbeing of another occupant or the Landlord;
  - jeopardize the lawful right or interest of another occupant or the Landlord
2. Tenant has caused extraordinary damage to the site or park.

The Landlord had provided a substantial amount of witness statements, documentary evidence and photographs into evidence to support the reasons why she had served the Tenant with the Notice.

### Analysis

Having examined the Notice, I find that the contents on the approved form complied with Section 45 of the Act. I also accept the oral evidence of the Landlord and the witness that the Tenant was personally served with the Notice pursuant to Section 81(a) of the Act.

Sections 40(4) and (5) of the Act provides that a tenant may dispute the Notice by making an Application within ten days after the date the tenant receives the Notice; if the tenant does not make an Application, then they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the manufactured home site by that date.

The Tenant failed to appear for the hearing and there is no evidence before me that the Tenant made an Application to dispute the Notice. Therefore, I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective vacancy date of the Notice and the Landlord is entitled to an Order of Possession.

As the Landlord has accepted rent for the period of June 2015, I find the Landlord is only eligible for an Order of Possession which is effective at the end of June 2015. Therefore, the Landlord is issued with an Order of Possession which is effective at **1:00 p.m. on June 30, 2015**. This must be served on the Tenant and will give sufficient time for the Tenant to vacate the site. If the Tenant fails to do so, then the Landlord may file and enforce the order in the Supreme Court as an order of that court.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the filing fee pursuant to Section 65(1) of the Act. As a result, the Landlord is issued with a Monetary Order for \$50.00. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment.

### Conclusion

The Tenant did not dispute the Notice. Therefore, the Landlord is entitled to end the tenancy on June 30, 2015 with an Order of Possession. The Landlord is issued with a Monetary Order to recover the \$50.00 filing fee from the Tenant.

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: June 10, 2015

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Residential Tenancy Branch

