



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TIMBERLAND TRAILER PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Manufactured Home Park Tenancy Act* (the "Act") for an Order of Possession based on a Notice to End Tenancy for Cause issued on May 31, 2015.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

A month to month tenancy agreement between the parties began on or about November 2008. The Landlord testified that at the time of the hearing, monthly rent in the amount \$270.00 was due on the first day of each month during the tenancy.

The Landlord issued the Notice on May 31, 2015. The Notice has an effective vacancy date of July 1, 2015.

The Landlord testified that the Notice was personally served on the Tenant on May 31, 2015. Introduced in evidence was a proof of service indicating that another occupant of the manufactured home park, W.S., witnessed the Tenant being served.

The Tenant stated that he was not personally served, rather his girlfriend, M.M., was served. Section 81(e) of the Act provides that a Notice may be served by leaving a copy at the Tenant's residence with an adult who apparently resides with the person. Accordingly, I find that the Tenant was sufficiently served as of May 31, 2015.

Initially the Tenant denied receiving the second page of the Notice. During his testimony he confirmed that he had in fact received both pages, and had initially not realized the second page was on the other side of the first page of the Notice.

The Notice informs the Tenant that they had ten days from the date of service to dispute the Notice by filing an Application for Dispute Resolution. The Landlord testified that the Tenant did not apply for dispute resolution. The Tenant confirmed he did not apply to dispute the Notice and stated that he was informed by a government agent, with whom he spoke in the last two weeks, that he need not apply for dispute resolution as he could raise his concerns at the hearing set for September 30, 2015.

During the hearing I read to the Tenant the "INFORMATION FOR TENANTS WHO RECEIVE THIS NOTICE TO END TENANCY" section on the second page of the Notice, which clearly informs the Tenant he must make an application within 10 days, or he must vacate the manufactured home site.

The Landlord applied for dispute resolution on July 23, 2015.

The Landlord provided testimony as to the reasons for issuing the Notice and stated that although other reasons were noted, the Landlord wished to proceed on the reason that the Tenant is repeatedly late paying rent, pursuant to section 40(1)(a) of the Act. In support, the Landlord provided receipts for payment of rent which indicate the Tenant regularly paid rent after the 1<sup>st</sup> of the month when the rent was due.

### Analysis

Based on the documentary evidence, the undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

The Tenant did not apply to dispute the Notice and is conclusively presumed, pursuant to section 40(5) to accept the end of the tenancy and must vacate the rental unit. The Landlord is entitled to an Order of Possession pursuant to section 48 of the *Act* which will be effective at **1:00 p.m.**, two days after service. This Order must be served on the Tenant by the Landlord and may be filed in the Supreme Court and enforced as an Order of that court.

### Conclusion

The Tenant failed to dispute the Notice and the Landlord is entitled to an Order of Possession.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 30, 2015

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Residential Tenancy Branch

