



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VENETO ENTERPRISED LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the *Manufactured Home Park Tenancy Act*, for an order of possession, for a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail sent on September 23, 2015, the tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary matter

At the outset of the hearing the landlord's agent requested to amended their application to include unpaid rent subsequent to filing their application. As rent is the most basic term of a tenancy agreement, I find, pursuant to section 55(3) that the landlord's application is amended to include a claim for subsequent unpaid rent.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?
Is the landlord entitled to a monetary order?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on August 9, 2015, by posting on the door of the residence. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent testified that the tenant did not pay the outstanding rent and did not dispute the Notice. The agent stated the site rent is \$394.22 and that the tenant has not paid any rent for June, 2015, July 2015, August 2015, September 2015, October 2015 and November 2015. The landlord seeks to recover unpaid rent in the amount of \$2,365.32.

The agent indicated they also seek to recover late fees at the rate of \$30.00 per month.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 48 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I accept the undisputed testimony of the landlord that the tenant failed to pay rent from June 2015 to November 2015. I find the tenant breached the Act, when they failed to pay rent and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$2,365.32**.

I am not satisfied the tenant is required to pay late fees. No tenancy agreement was submitted for my review and consideration and the amount of \$30.00 is contrary to the Manufactured Home Park Tenancy Regulation. Therefore, I dismiss this portion of the landlord's claim.

I find that the landlord has established a total monetary claim of **\$2,415.32** comprised of unpaid rent as stated above, and the \$50.00 fee paid by the landlord for this application. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlords are is granted an order of possession, and a monetary order in the above amount.

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: November 19, 2015

Residential Tenancy Branch

