



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0797804 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mnr, opr, ff

### Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession and a Monetary Order for unpaid rent.

Both parties were represented at the hearing. The tenant was represented by her spouse, who advised that her married name should have been used in the application,. The landlord agreed that the name be amended, and I have done so, and have used the corrected name in this decision.

There is no dispute as to whether the tenant was properly served with the landlord's Application for Dispute resolution hearing package (by way of registered mail) or the 10 Day Notice to End Tenancy dated November 5, 2015.

### Issues to Be Decided

- Is the 10 day Notice to End Tenancy effective to end this tenancy and entitle the landlord to an Order of Possession?
- Is the landlord entitled to a Monetary Order for unpaid rent money and late charges owing and payable by the tenant to the landlord?

### Background and Evidence

The tenant began renting this manufactured home pad in or about 2006. The landlord purchased the manufactured home park about one year later. Pad rent is due on the 1<sup>st</sup> day of each month in the amount of \$379.00. As of the end of September, 2015, the tenant was in arrears in the sum of \$102.49. No rent was paid in October, November, or December. On January 22, 2016 the tenant paid \$1,000.00 towards the accumulated sum owing, which was accepted by the landlord on a use and occupation basis. The balance currently owing is \$718.49. Further rent will become due on February 1.

The tenant submitted he had broken his ankle, and was laid up for 6 weeks. He does not want to move, and intends to pay the remaining arrears, plus February's rent sometime next month.

The landlord seeks a monetary order for the balance now owing, and an Order of Possession effective February 28, 2016.

Analysis

The Manufactured Home Park Tenancy Act provides me with no discretion to consider a medical condition or injury, and cancel a Notice to End Tenancy for unpaid rent. In the absence of the required payment of the full rental arrears, or of a dispute of the notice within the 5 day period set out in the Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 39(5)(a) of the Manufactured Home Park Tenancy Act. As the effective date of the Notice has passed, the landlord has established a right to possession. The date, however, is extended by virtue of the use and occupation payment made. As per the landlord's request, an Order of Possession is made effective February 28, 2016.

The current arrears owed is \$718.49. The landlord is awarded this sum, plus \$50.00 representing the recovery of the filing fee.

Conclusion

Pursuant to Section 48(2)(b) of the Manufactured Home Park Tenancy Act, I issue an Order of Possession effective February 28, 2016. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The landlord is issued a Monetary Order of \$768.49, representing the awarded rental arrears and the filing fee.

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: January 26, 2016

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Residential Tenancy Branch

