



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BECKER LAKE RANCH LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent or utilities and for a Monetary Order for unpaid rent or utilities.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 82 of the *Act*; served in person on February 12, 2016 with a witness present.

The landlord's agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession?
- Is the landlord entitled to a Monetary Order for unpaid rent?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy started on October 23, 2015 for a six month term. Rent for this unit is \$700.00 per month due on the 23rd of each month in advance.

The landlord's agent testified that the tenants failed to pay the rent due on January 23, 2016 leaving an unpaid balance of \$700.00. The landlord issued a 10 Day Notice to End Tenancy for unpaid rent (the Notice) on February 06, 2016. This was served in person to the tenants on that date. The tenants had five days to either pay the outstanding rent, apply for Dispute Resolution or the tenancy would end on February 16, 2016. The tenants did not pay the outstanding rent or file an application to dispute the Notice.

The landlord has requested an Order of Possession to take effect on March 15, 2016 and a Monetary Order for \$700.00.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlord's agent. I refer the parties to s. 20(1) of the *Act* which states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied from the evidence before me that there is outstanding rent for the period between January 23 and February 23, 2016 of **\$700.00**. Consequently, it is my decision that the landlord is entitled to recover this amount and will receive a Monetary Order pursuant to s. 60 of the *Act*.

I accept that the tenants were served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 81 of the *Manufactured Home Park Tenancy Act (Act)*. The Notice

states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the outstanding rent within five days nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenants are conclusively presumed, under section 39(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice. As this date has since passed I grant the landlord an Order of Possession as requested for March 15, 2016 pursuant to s. 48 of the *Act*.

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$700.00**. The Order must be served on the tenants; if the tenants fail to comply with the Order, The Order is enforceable through the Provincial (Small Claims) Court as an Order of that Court.

I HEREBY ISSUE an Order of Possession in favor of the landlord on **March 15, 2016**. This Order must be served on the tenants; if the tenants fail to comply with the Order, the Order may be filed in the Supreme Court and enforced as an Order of that Court.

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: March 07, 2016

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Residential Tenancy Branch

