



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent dated February 15, 2016 and for a monetary award for unpaid rent.

The tenant did not attend the hearing within ten minutes after its scheduled start time.

Ms. E. M. for the landlord showed that the tenant was served with the application and notice of hearing by registered mail sent to the dispute address. The tracking number for that registered mail is displayed on the cover page of this decision. Canada Post records show that the mail went “unclaimed by recipient.”

Section 82(1)(c) of the *Manufactured Home Park Tenancy Act* (the “Act”) provides that a tenant may be served with an application by registered mail to the address at which he resides.

Though the tenant did not attend this hearing, he attended a hearing earlier this day, regarding an application by the same landlord concerning a different manufactured home site in the same park. At that hearing he gave a different address as his current residence.

Ms. E.M. testifies that at the time the mail was sent, it was believed the tenant was residing at the site in question in this application. She produces a “Tenant’s Purchase Option” agreement dated May 1, 2015 whereunder the tenant paid for an option to purchase the manufactured home on this site from the same landlord. It states that the tenant lives at the site in question.

On this evidence I find that the tenant has been duly served with the application in accordance with the *Act*.

The landlord has filed a Proof of Service showing that a ten day Notice to End Tenancy was placed in the tenant’s mailbox on February 15, 2016. In accordance with s. 83 of the *Act*, the tenant was deemed to have received that Notice three days later.

Ms. E.M. says the tenant has not paid any money since that Notice was served.

As a result, by operation of s. 39 of the *Act*, this tenancy ended on February 28, 2016 and the landlord is entitled to an order of possession.

On the testimony of Ms. E.M. I find that the landlord is owed the rent from February and occupation rent from March in the total amount of \$670.00.

The landlord has also claimed "late fees" for February and March rents. The tenancy agreement presented is silent on the amount of any late fee. The landlord has failed to show a contractual agreement to pay any late fee and so I dismiss this part of the claim.

The landlord also claims recovery of rent payable under different lease agreement covering the manufactured home located on the site in question. In my view, that relationship is governed by the *Residential Tenancy Act* and the landlord's application has not made it clear that it is seeking that rent. I dismiss this item of the claim. The landlord is free to re-apply in that regard, under the appropriate legislation, and I grant it any leave it might require to do so.

In result the landlord will have a monetary order against the tenant for the \$670.00 rent for February 2016 and occupation rent for March 2016, plus recover of the \$100.00 filing fee for this application; a total of \$770.00.

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: April 28, 2016

Residential Tenancy Branch