



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0955109 B.C. LTD [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This participatory hearing was scheduled pursuant to a decision issued by Adjudicator on May 5, 2016 in response to the landlord's application for an Order of Possession for unpaid rent that was made under the Direct Request procedure. Adjudicator also ordered the landlord to serve the tenant with a Notice of Reconvened Hearing and a copy of Adjudicator decision.

The tenant did not appear for the participatory hearing. The landlord's agent testified that he posted the Notice of Reconvened Hearing and a copy of Adjudicator decision on the door of the tenant's manufactured home on May 9, 2016 in the presence of a witness. The witness was present at the hearing and confirmed that she observed the landlord's agent post the above-described documents to the tenant's door on May 9, 2016. The landlord's agent also testified that he hired a sheriff to serve the tenant with proof that the landlord acquired the property from the former landlord and that service was accomplished by posting the proof of ownership documentation to the tenant's door on May 26, 2016.

Section 83 of the Act deems a person to have received documents three days after posting on the door where the person resides. I deemed the tenant to be have received notification of this proceeding, and the landlord's additional evidence concerning ownership of the property, three days after the documentation was posted to the tenant's door. Accordingly, I proceeded to hear from the landlord without the tenant present.

It should be noted that three witnesses present at the start of the hearing. After hearing from the one witness who testified about service of the hearing documents, all three witnesses were excluded from the remainder of the proceeding and were not called to testify.

Issue(s) to be Decided

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

Background and Evidence

The tenant and the former landlord executed a written tenancy agreement in January 2013 requiring the tenant to pay rent of \$300.00 on the first day of every month. Since the tenancy started the rent was increased annually with the last increase taking effect January 1, 2016 and requiring the tenant to pay monthly rent of \$328.00. Effective June 30, 2015 the manufactured home park was acquired by the current landlord and assignment of the existing tenancy agreements were transferred to the current landlord.

The landlord's agent testified that the last time rent was received from the tenant was a \$200.00 payment toward rent due for January 2016. On April 8, 2016 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent with a stated effective date of April 18, 2016 (the 10 Day Notice). The 10 Day Notice indicates rent of \$984.00 was outstanding as of April 1, 2016 with a notation of "3 mnths" beside by the amount. The landlord's agent testified that he served the 10 Day Notice by posting it to the door of the tenant's manufactured home on April 8, 2016 and he took pictures of the 10 Day Notice on the door. A witness also signed a Proof of Service document attesting to the service. The landlord's agent confirmed that the tenant did not pay the outstanding rent or file to dispute the 10 Day Notice. Nor, has the tenant presented any rent for subsequent months.

The landlord seeks an Order of Possession as soon as possible.

Analysis

Under section 20 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. Where a tenant does not pay rent the landlord is at liberty to issue a 10 Day Notice to End Tenancy for Unpaid Rent. When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 39(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I accept the evidence before me that the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on April 8, 2016 and it is deemed to be received by the tenant three days later under section 83 of the Act. Accordingly, the effective date of the Notice automatically changes to comply with the Act and reads April 21, 2016 pursuant to sections 39, 46 and 83 of the Act

Since the tenant did not pay the outstanding rent or dispute the Notice within five days of receiving the 10 Day Notice I find the tenancy ended on April 21, 2016 and the landlord is entitled to regain possession of the rental site. Therefore, I grant the landlord's requires and I provided the landlord with an Order of Possession effective two (2) days after service upon the tenant.

Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service.

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: June 08, 2016

Residential Tenancy Branch