



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Acres Mobile Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 1, 2013. Rent of \$329.00 is payable on the first day of each month. The Tenants owed rental arrears and failed to pay rent for April 2016. On April 5, 2016 the Landlord served the Tenants with a 10 day notice for unpaid rent (the "Notice") by registered mail. The unpaid rent of \$634.00 indicated on the Notice includes April 2016 rent. After the effective date of the Notice the Landlord collected

rents from the Tenants but did not issue any receipts for “use and occupancy” and did not inform the Tenants of the intention to continue to pursue an end of the tenancy. The Tenant was short \$132.00 for June 2016 rent. The Landlord claims an order of possession and unpaid rent.

Analysis

Section 46 of the Act requires that upon receipt of a notice to end tenancy for unpaid rent the tenant must, within five days, either pay the full amount of the arrears indicated on the notice or dispute the notice. If the landlord accepts rent after the effective date of the notice, the evidence of intent of the parties will determine whether the tenancy has been reinstated. Given the Landlord’s evidence that rents continued to be collected after the effective date of the Notice and considering that the Landlord did not issue receipts for “use and occupancy only”, I find that the Landlord reinstated the tenancy and that the Notice is no longer valid. I therefore dismiss the application. If the Tenant is in arrears or has failed to pay the rent the Landlord is at liberty to serve another 10 day notice.

Conclusion

The application is dismissed.

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: July 28, 2016

Residential Tenancy Branch

