



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentary evidence for this hearing. Both parties gave affirmed testimony.

Preliminary Issue

The landlord made this application under the Residential Tenancy Act; however both parties confirmed that the tenant is renting a pad in a Manufactured Home Park and that these matters are to be addressed under the Manufactured Home Park Tenancy Act. Section 64(3)(c) allows an amendment to be made to an application. As both parties are in agreement, I find there is no prejudice to either party to proceed on the basis of applying the Manufactured Home Park Tenancy Act. The hearing proceeded and completed on that basis.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about December 1, 2015. Rent in the amount of \$275.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of February – May and May 11, 2016 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of June - August. The landlord advised that the tenant has made some partial payments but was told that it was for use and occupancy only and that the tenancy was not re-instated. The landlord advised that as of today's hearing the tenant owes him \$1200.00.

The tenant gave the following testimony. The tenant stated that he does not dispute the amount of unpaid rent but due to personal financial difficulties he was unable to pay in full. The tenant stated that he has made great efforts to try to resolve this matter and is still willing to work with the landlord and pay the rent on a payment plan.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for \$1200.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1300.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1300.00.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 04, 2016

Residential Tenancy Branch