



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mirae Investments Ltd. (Caledonia MHP)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a Order of Possession and a monetary order for unpaid rent or utilities, for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

The landlord company was represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant attended the call. The landlord's agent testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on December 6, 2016 and has provided a copy of a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt addressed to the tenant, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the landlord's agent advised that no security deposit or pet damage deposit was collected, and the landlord withdraws the application for an order permitting the landlord to keep a security deposit.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Is the landlord entitled under the *Manufactured Home Park Tenancy Act* to an Order of Possession for unpaid rent?

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy, being rental of a site in a manufactured home park, began on November 1, 2014 and the tenant still resides there. Rent in the amount of \$900.00 per month is payable on the 1<sup>st</sup> day of each month. No security deposit or pet damage deposit was collected from the tenant, and a copy of the tenancy agreement has been provided.

The tenant fell into arrears of rent, having paid no rent since April, 2016 and is now in arrears of rent the sum of \$8,100.00 for May, 2016 through January, 2017. On August 22, 2016 the landlord caused the tenant to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided, by handing it to the tenant's girlfriend, who resides with the tenant. It is dated August 21, 2016 and contains an effective date of vacancy of September 2, 2016 for unpaid rent in the amount of \$2,700.00 that was due on August 1, 2016. The landlord's agent testified that the amount is an error, and a copy of a tenant ledger has also been provided, showing that the tenant owed \$900.00 as of May 31, 2016 and no rent has been paid since. The tenant has not served the landlord with an application for dispute resolution disputing the notice and has not paid any rent since the notice was served.

The landlord seeks an Order of Possession and a monetary order for \$8,100.00 as well as recovery of the \$100.00 filing fee.

### Analysis

The *Manufactured Home Park Tenancy Act* states that once a tenant is served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant has 5 days to pay the rent in full or dispute the notice. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, the landlord's agent testified that the tenant has not paid the rent, has fallen further into arrears of rent and has not served the landlord with an application for dispute resolution disputing the notice to end the tenancy. I have no such application before me and therefore I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

I also accept the undisputed testimony of the landlord's agent that the tenant is in arrears of rent the sum of \$8,100.00 for May, 2016 through January, 2017, and the landlord has established a monetary order in that amount.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* in the amount of \$8,200.00.

This order is final and binding and may be enforced.

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: January 11, 2017

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Residential Tenancy Branch