



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit, site or property pursuant to section 60.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence by posting it to the door of the tenant's new address on August 6, 2016. The landlord stated that service was witnessed. I accept the undisputed affirmed testimony of the landlord and find that the tenant was sufficiently served as per sections 88 and 89 of the Act.

At the outset of the hearing the landlord clarified that he was only seeking a monetary order for unpaid rent.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

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 / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord stated that there was a signed tenancy agreement in which the tenancy began on August 1, 2013 on a month-to-month basis. The monthly rent began as

\$300.00 payable on the 1st day of each month and was later increased to \$313.00 after notice(s) of rent increase were served to the tenant.

The landlord seeks a monetary claim of \$3,047.00 for unpaid pad rent. The landlord provided undisputed affirmed testimony that the tenant failed to pay pad rent from June 1, 2015 until July 1, 2016 which consists of:

\$305.00	Unpaid Rent, June 2015
\$306.00	Unpaid Rent, July 2015
\$313.00	Unpaid Rent, August 2015
\$313.00	Unpaid Rent, September 2015
\$313.00	Unpaid Rent, October 2015
\$313.00	Unpaid Rent, November 2015
\$313.00	Unpaid Rent, December 2015
\$313.00	Unpaid Rent, January 2016
\$313.00	Unpaid Rent, February 2016
\$313.00	Unpaid Rent, March 2016
\$313.00	Unpaid Rent, April 2016
\$313.00	Unpaid Rent, May 2016
\$313.00	Unpaid Rent, June 2016
\$313.00	Unpaid Rent, July 2016

The landlord stated that the tenant abandoned the manufactured home after being served with a 10 Day Notice to End Tenancy for Unpaid Rent dated July 19, 2016 by posting it to the rental unit door on July 19, 2016. The 10 Day Notice states that the tenant failed to pay rent of \$3,047.00 that was due on July 1, 2016. The 10 Day Notice sets out an effective end of tenancy date of July 30, 2016.

In support of this claim the landlord has provided:

- copy of the 10 Day Notice dated July 19, 2016
- copy of a proof of service document dated July 19, 2016
- copy of a resident ledger detailing the unpaid rent
- copies of 3 notice(s) of rent increase- manufactured home site

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the

party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated July 19, 2016 by posting it to the rental unit door. The tenant abandoned the manufactured home. I accept the undisputed evidence of the landlord that the tenant failed to pay rent of \$3,047.00 based upon the 10 Day Notice dated July 19, 2016 and the submitted copy of the resident ledger detailing the unpaid rent of the tenant.

Conclusion

The landlord is granted a monetary order for \$3,047.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: February 01, 2017

Residential Tenancy Branch