



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPC; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession and recovery of the cost of the filing fee.

The Landlord signed into the teleconference and provided affirmed testimony. The Tenant did not sign into the teleconference, which remained open for 15 minutes.

The Landlord testified that he personally served the Tenant with the Notice of Hearing documents on February 9, 2017, at the rental site.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was served with the Notice of Hearing documents. The Hearing proceeded in the Tenant's absence.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession pursuant to the provisions of Section 48 of the Act?

### **Background and Evidence**

The Landlord gave the following testimony:

- This tenancy began in February, 2016. Monthly rent is \$500.00, due in advance on the last day of each month.
- The Landlord issued a One Month Notice to End Tenancy for Cause on January 17, 2017, and taped the Notice to the Tenant's door on January 17, 2017. The Landlord provided a Proof of Service document in evidence, which is signed by a witness.
- The Tenant has not complied with the Notice.

### **Analysis**

I accept the Landlord's undisputed and affirmed testimony in its entirety.

The Act deems service by way of posting a document to a tenant's door to be effective 3 days after posting the document. In this case, I find that the Tenant was duly served with the Notice to End Tenancy on January 20, 2017.

Section 40 of the Act provides that a tenant has 10 days from receipt of a notice to end tenancy for cause to make an Application for Dispute Resolution to cancel the notice. There is no evidence that the Tenant made such an application.

Section 48(5) of the Act provides:

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the manufactured home site by that date.

[reproduced as written]

Further to the provisions of Section 48(5) of the Act, I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on February 28, 2017. I find that the Landlord is entitled to an Order of Possession.

The Landlord has been successful in his Application and I find that he is entitled to recover the cost of the \$100.00 filing fee from the Tenant.

### **Conclusion**

I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I also provide the Landlord with a Monetary Order pursuant to Section 65 of the Act in the amount of **\$100.00** representing recovery of the filing fee. This Order may be filed in the Provincial Court (Small Claims) 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: March 06, 2017

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Residential Tenancy Branch

