



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing, adjourned from a Direct Request process in which a decision is made based solely on the written evidence submitted by the landlord, dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent and utilities, pursuant to section 48; and
- a monetary order for unpaid rent and utilities pursuant to section 60.

The landlord's agent, AG ('the landlord'), testified on behalf of the landlord in this hearing and was given full authority to do so by the landlord. While the landlord's agent, AG, attended the hearing by way of conference call, the tenant did not. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package on May 4, 2017 by way of registered mail. The landlord provided a Canada Post tracking number. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was deemed served with the landlord's application on May 9, 2017, five days after its registered mailing.

The landlord's agent testified that the tenant was served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 4, 2017 ("10 Day Notice"), on April 4, 2017, by way of posting to the rental unit door. In accordance with sections 81 and 83 of the *Act*, I find the tenant deemed served with the landlord's 10 Day Notice on April 7, 2017, three days after its posting.

The landlord indicated at the outset of the hearing that the tenant had not paid the rent in full for the months of May 2017 to June 2017, and requested that his monetary claim be amended from \$373.00 to \$419.00 to reflect the new balance owing. I find the landlord's request for amendment has merit since this hearing was not set for hearing

until June 8, 2017, and accordingly I allow the landlord's monetary claim to be amended to \$419.00 to reflect the additional rent owing since the landlord's Application was filed.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to section 48 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 60 of the *Act*?

Background and Evidence

The landlord's agent, AG, testified regarding the following facts. The tenant is on a month-to-month tenancy with monthly rent in the amount of \$373.00, payable on the first day of each month. The tenant continues to reside at the Manufactured Home Park.

The landlord issued the 10 Day Notice on April 4, 2017 as the tenant failed to pay the April 2017 rent. The landlord's agent testified that the tenant had paid a portion of the rent in May 2017, but still owes rent as follows:

Item	Amount
Unpaid Rent for April 2017	\$373.00
Unpaid Rent for May 2017	373.00
Unpaid Rent for June 2017	373.00
Payment Made on May 6, 2017 for use and occupancy only	-700.00
Total Monetary Order Requested	\$419.00

The total outstanding rent is \$419.00. The landlord is seeking an Order of Possession as well as monetary compensation for the unpaid rent.

Analysis

The landlord's agent, AG, provided undisputed evidence at this hearing, as the tenant did not attend. The tenant failed to pay the rent in full, within five days of being deemed to have received the 10 Day Notice. The tenant did not make an application pursuant to section 39(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 39(5) of the *Act*, the failure of the tenant to take

either of the above actions within five days led to the end of this tenancy on April 17, 2017, the corrected effective date on the 10 Day Notice. In this case, this required the tenant and anyone on the premises to vacate the premises by April 17, 2017. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 48 of the *Act*. I find that the landlord's 10 Day Notice complies with section 45 of the *Act*.

The landlord's agent provided undisputed evidence that the tenant failed to pay the outstanding rent in the amount of \$419.00. Therefore, I find that the landlord is entitled to \$419.00 in outstanding rent for this tenancy.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a \$419.00 Monetary Order in favour of the landlord, which allows the landlord to recover the unpaid rent.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: June 9, 2017

Residential Tenancy Branch