



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BIRCHWOOD HEIGHTS MHP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

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

- an order of possession for cause pursuant to section 48;
- authorization to recover its filing fee for this application from the tenant pursuant to section 65.

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 in person on June 4, 2017 with the notice of hearing package and the submitted documentary evidence. The landlord has also submitted a copy of a #RTB-34 form which states that it was signed in receipt of the package by the tenant on June 4, 2017. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to a monetary order for recovery of the filing fee?

### 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 provided undisputed affirmed evidence that the tenant was served with the 1 Month Notice to End Tenancy (the 1 Month Notice) dated April 4, 2017 on April 11, 2017 in person. The landlord clarified that the tenant had signed in receipt of the 1 Month Notice on the bottom of the notice dated April 11, 2017. The 1 Month Notice sets out an effective end of tenancy date of June 1, 2017 and provides for two reasons for cause selected as:

*Tenant has not done required repairs of damage to the unit/suite.*

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

Provided in the details of cause:

*Mobile is in state of disrepair, Unsightly yard and property, vehicles not in roadworthy conditions and/or not insured for use.*

*Multipul complaints from neighbors.[Reproduced as written]*

The landlord provided 47 pages of photographs, written notice(s) warning the tenant of the contravention of the park rules and excessive complaints from neighbors.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 1 Month Notice dated April 4, 2017 in person on April 11, 2017 as shown by the submitted copy of the 1 Month Notice with the tenant's signature in receipt.

I also find that the landlord has provided sufficient evidence for cause based upon the undisputed evidence that the tenant after having been given multiple warning notice(s) of the contravention of park rules, failed to correct them within a reasonable time.

I also find that pursuant to section 48 (2) of the Act, the landlord having served the tenant with the 1 Month Notice and that the tenant has not disputed the notice by making an application for dispute resolution is conclusively presume to have accepted that the tenancy was at an end.

On this basis, the landlord is granted an order of possession to be effective 2 days after service upon the tenant.

The landlord having been successful in the application is entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with the orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

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: July 20, 2017

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Residential Tenancy Branch