



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR

### Introduction

This hearing was convened to deal with the tenant's application, filed July 4, 2017, and her amendment, filed July 24, 2017. Although the tenant indicated that her application was brought under the *Residential Tenancy Act*, the landlord's evidence as set out below establishes that the application should have been brought under the *Manufactured Home Park Tenancy Act* (the "Act"). I have amended the application accordingly.

The tenant applied first for an order cancelling a 1 Month Notice to End Tenancy for Cause dated July 2, 2017 (the "1 Month Notice"). The tenant subsequently amended her application to also seek an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent dated July 19, 2017 (the "10 Day Notice").

AL attended the hearing for the landlord and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

The tenant did not attend at the hearing of her own application.

### Issue(s) to be Decided

Is the tenant entitled to cancellation of the 10 Day Notice?

Is the tenant entitled to cancellation of the 1 Month Notice?

### Background and Evidence

The landlord testified that this tenancy began about two years ago. The tenant was paying \$475.00 on the first of each month to occupy a site in a recreational campground. There is no written tenancy agreement. The landlord is reminded tenancies may be created in campground locations, and that it is the landlord's responsibility to have written tenancy agreements.

The landlord testified that he served the tenant with the 1 Month Notice on July 2, 2017 by posting it on the door of her recreational vehicle and that he served her with the 10 Day Notice on July 19, also by posting it on her door. The tenant has not paid rent for July and has left the rental site.

### Analysis

Section 39 of the Act allows a landlord to end tenancy for unpaid rent by serving the tenant with a 10 Day Notice. Although this tenant has applied to dispute the 10 Day Notice within the applicable timeframe, she has not attended at her own application and has therefore offered no basis for cancelling it. I accept the landlord's testimony that the tenant has not paid July rent.

Accordingly, the tenant's application is dismissed, without leave to reapply. The 10 Day Notice is upheld, with the result that **this tenancy ended on August 1, 2017**, the corrected effective date of the 10 Day Notice.

Based on the above, I do not need to consider the tenant's application to cancel the 1 Month Notice, which would have ended the tenancy on a later date than the 10 Day Notice.

Section 48 of the Act requires that I grant an order of possession for the landlord where a tenant's application to cancel a notice to end tenancy is dismissed or the landlord's notice is upheld, provided the notice complies with the Act. I find that the 10 Day Notice complies. Accordingly, I grant the landlord an order of possession effective two (2) days from the date of service.

### Conclusion

The tenant's application to cancel the 10 Day Notice is dismissed; the 10 Day Notice is upheld.

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

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: September 19, 2017

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Residential Tenancy Branch