



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 BC LTD (SUNRISE VALLEY MHP)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR MNR FF

Introduction:

Both parties attended the hearing and gave sworn testimony. I find the tenant was personally served with the 10 Day Notice to End Tenancy dated August 24, 2017 to be effective September 3, 2017 and with the Application for Dispute Resolution hearing package by registered mail. He acknowledged receipt. I find the documents were legally served pursuant to sections 81 and 82 of the *Manufactured Home Park Tenancy Act* (the Act) for the purposes of this hearing. The landlord applies for orders as follows:

1. A monetary order pursuant to Sections 39 and 60;
2. An Order of Possession pursuant to Section 48; and
3. An order to recover the filing fee pursuant to Section 65.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is unpaid rent and that they are entitled to an Order of Possession, a monetary order for rent arrears and to recover the filing fee for this application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. The landlord is requesting an order of possession and a monetary order for rental arrears and rental loss in the amount of \$2989.00. The parties agreed that monthly rent for the site is \$343 and rent arrears have been accumulating since May 2015. The landlord said as of the date of the Notice, the tenant owed \$3,482.00 and has paid no rent since so owes a further \$1372 for a total outstanding of \$4854.00. However, they said the tenant has done some work for them and has a work credit of \$1765 which makes the amount claimed \$2989. Calculations of these amounts gives me a result of \$3099 but I find the landlord entitled to the amount they have calculated as owing which is \$2989. The tenant agreed he owed money but was unsure of the amount. He said he had had health problems but was

hoping to catch up and pay the amount outstanding. The landlord agreed to an effective date of January 31, 2018 for the Order of Possession and said they would not enforce it if the tenant paid the money owed.

In evidence is a copy of the 10 Day Notice to End Tenancy, proof of service and the rental ledger. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession

I find that the landlord is entitled to an Order of Possession. The Tenant has not made application pursuant to Section 39 to set aside the Notice to End Tenancy and did not pay the rent within the required 5 days after service of the Notice. In these situations, the *Manufactured Home Park Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. As agreed by the parties, I find the landlord entitled to an Order of Possession effective January 31, 2018. I note the landlord promises not to enforce this Order provided the tenant pays the amounts owing.

Monetary Order

I find that there is unpaid and over holding rent of \$2989 as calculated by the landlord. I therefore grant the landlord a monetary order as calculated below.

Conclusion:

The tenancy ended on September 3, 2017. I find the landlord is entitled to an Order of Possession effective January 31, 2018 as agreed and a monetary order as calculated below. I find that the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award

Rent arrears and Over holding rent till Dec. 31 2017	2989.00
Filing fee	100.00
Total Monetary Order to Landlord	3089.00

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: December 07, 2017

Residential Tenancy Branch