



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

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy dated and served October 26, 2017. It also seeks a monetary award for unpaid rent.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the Notice a valid Notice to end the tenancy? What if anything does the tenant owe for rent?

Background and Evidence

The manufactured home site (the "site") is one of 120 sites in a conventional manufactured home park.

The tenant purchased his home on site and his tenancy began in January 2010. The rent was until recently \$335.00 per month. It was raised by \$12.00 effective January 1, 2018.

The tenant does not dispute being served with the Notice nor that he then owed \$1675.00, the amount claimed in the Notice. Since receiving the Notice it is agreed the tenant has paid \$400.00 on December 15.

The tenant says his income is from Workers' Compensation and that he is in a dispute with that body, resulting in infrequent payments. He says the landlord is aware of this and has been lenient in demanding rent in the past. He says that when the landlord's representative Ms. E. K.-B. served him with the Notice she told him not to worry because she knew he would be receiving a settlement cheque from Workers' Compensation.

Ms. E. K.-B. testifies that when she served the tenant with the Notice she told him the landlord cannot wait any longer for rent.

Analysis

When the Notice was served on the tenant there may have been some discussion about withdrawing the Notice in light of anticipated payment. Even if there was, no payment was made but for the \$400.00 received after the landlord made this application approximately six weeks later. Any grace the landlord might unilaterally have extended when the Notice was given has been spent.

Section 39 of the *Manufactured Home Park Tenancy Act* provides:

39 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

(2) A notice under this section must comply with section 45 [*form and content of notice to end tenancy*].

(3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.

(4) Within 5 days after receiving a notice under this section, the tenant may
(a) pay the overdue rent, in which case the notice has no effect, or
(b) dispute the notice by making an application for dispute resolution.

(5) If a tenant who has received a notice under this section does not pay the rent or 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 to which the notice relates by that date.

The provision is a strict one. An arbitrator has no authority to extend the time for payment of rent. The Notice was a valid one and it has resulted in the ending of this tenancy on November 6, 2017, the effective date in the Notice.

As the tenancy has ended by law, landlord will have an order of possession.

The landlord claims \$1675.00; the amount in the Notice. I find that as of October 26, 2017, the date the Notice was served, the tenant owed \$1675.00 in rent arrears. He has reduced the arrears by \$400.00 with his payment December 15. I award the landlord the balance of \$1475.00 for rent and arrears up to and including the month of October 2017 plus recovery of the \$100.00 filing fee for this application.

The landlord will have a monetary order against the tenant in the amount of \$1575.00.

Conclusion

The application is allowed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 10, 2018

Residential Tenancy Branch