



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREEN ACRES MOBILE HOME PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNRL FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord attended the hearing and gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call. The landlord's agent testified that the tenants were individually served with notice of this hearing (the hearing package) by registered mail on December 14, 2017 and orally provided tracking numbers provided by Canada Post. The landlord's agent was permitted to send to me proof of such service after the hearing concluded. I have now received a Canada Post cash register receipt and 2 Registered Domestic Customer Receipts addressed to each of the tenants, and I am satisfied that both tenants have been served in accordance with the *Manufactured Home Park Tenancy Act*.

### Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Manufactured Home Park Tenancy Act*?
- Has the landlord established a monetary claim as against the tenants for unpaid rent?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy concerns a site within a manufactured home park. The landlord's agent commenced employment as the park manager in January, 2015 and the tenants were already living within the manufactured

home park, and still reside there. Rent in the amount of \$335.00 per month was payable on the 1<sup>st</sup> day of each month, and was increased to \$345.00 per month effective January 1, 2018. Copies of Notices of Rent Increase have been provided as evidence for this hearing.

On October 4, 2017 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by registered mail, a copy of which has been provided for this hearing. It is dated October 4, 2017 and contains an effective date of vacancy of October 21, 2017 for unpaid rent in the amount of \$755.00 that was due on October 1, 2017. The landlord's agent testified that the tenants have always been late with rent, and the ledger program of the landlord does not keep a running balance, but the total rent owed today is \$1,220.00.

The tenants have not served the landlord with an Application for Dispute Resolution disputing the notice, but have made 2 payments since its issuance. On October 17, 2017 the tenants paid \$200.00 and on November 17, 2017 the tenants paid \$350.00. The current arrears are \$1,220.00. The landlord's agent was permitted to send to me a copy of the Tenant Ledger after the hearing had concluded.

### Analysis

The *Manufactured Home Park Tenancy Act* states that once served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant has 5 days to pay the rent in full or dispute the notice by filing and serving the landlord with an Application for Dispute Resolution. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

I am satisfied that the tenants were served with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by registered mail on October 4, 2017, which is deemed to have been received 5 days later, or October 9, 2017. The tenants have not served the landlord with an application for Dispute Resolution, and I have no such application before me. The landlord's agent also testified that the tenants paid \$200.00 in October and \$350.00 in November, 2017, which amounts to \$550.00, and therefore I find that the tenants did not pay the rent in full within 5 days and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenants.

With respect to the landlord's monetary claim, I have reviewed the Tenant Ledger provided by the landlord, and the Notices of Rent Increase, and I find that the landlord has established a monetary claim in the amount of \$1,220.00

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession of the manufactured home site in favour of the landlord on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* in the amount of \$1,320.00.

This order is final and binding and may be enforced.

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: January 17, 2018

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Residential Tenancy Branch