



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* for an Order of Possession for cause pursuant to section 48; and authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's counsel appeared on behalf of the landlord in this hearing and was given full authority to do so by the landlord. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 81 and 82 of the *Act*, I find that the tenant was duly served with the application and evidence. The tenant did not submit any written evidence for this hearing.

The tenant confirmed receipt of that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) dated November 27, 2017, with an effective date of December 31, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 81 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for Cause?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This month-to-month tenancy began on October 1, 2015, with monthly pad rent set at \$350.00, payable on the first of each month. The rent is paid directly through social assistance in \$425.00 installments. As the rent is \$350.00 per month, any additional money is applied towards utilities.

The landlord submitted the notice to end tenancy providing the following grounds:

1. The tenant has not done required repairs of damage to the unit/site.

The landlord issued the tenant the 1 Month Notice for the tenant's failure to repair a water pipe that the tenant had damaged and re-routed. The tenant does not dispute having done this in January of 2016 when the pipe had frozen, but testified that this was due to the landlord's failure to take action when the water pipe froze. The tenant had filed an application for dispute resolution for emergency repairs, and the matter was heard and dismissed on December 12, 2017.

It was undisputed that this pipe remains unrepaired, although the tenant testified that he had agreed to settle the matter after the landlord had issued him the 1 Month Notice, but the landlord had refused.

Analysis

Section 40 of the *Manufactured Home Park Tenancy Act* allows the landlord to end a tenancy for cause:

Landlord's notice: cause

40 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies...

(f) the tenant does not repair damage to the manufactured home site, as required under section 26 (3) [*obligations to repair and maintain*], within a reasonable time...

I find that the tenant was served with the Notice to End Tenancy, and I find that the 1 Month Notice does comply with the form and content provisions of section 45 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the manufactured home site, (c) state the effective date of the notice, (d) except for a notice under section 38 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Section 40 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file his application for dispute resolution within the ten days of service granted under section 40(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under

section 40(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 1 Month Notice, December 31, 2017.

In this case, this required the tenant and anyone on the premises to vacate the premises by December 31, 2017. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 48 of the *Act*.

As the landlord was successful in his application, I find that he is entitled to recover the filing fee for this application.

Conclusion

I find that the landlord's 1 Month Notice is valid and effective as of December 31, 2017. I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 60 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$100.00 for recovery of the filing fee for this application. The landlord is provided with this and the tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 23, 2018

Residential Tenancy Branch