



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFL OPRM-DR

### 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 and to recover the filing fee from the tenant for the cost of the application.

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 tenant joined the call.

The landlord had applied by way of the Direct Request process and an Interim Decision was rendered by the director, Residential Tenancy Branch ordering this hearing and ordering the landlord to serve the tenant with the Interim Decision and Notice of Reconvened Hearing and all other required documents, upon the tenant within three (3) days of receiving the Interim Decision in accordance with section 82 of the *Act*. The landlord testified that the tenant was served with the documentation on January 16, 2018 by registered mail. The landlord has provided a copy of a Canada Post cash register receipt bearing that date as well as a copy of a Registered Domestic Customer Receipt addressed to the tenant, and I am satisfied that the tenant has 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 tenant for unpaid rent?

### Background and Evidence

The landlord testified that this month-to-month tenancy, being rental of a manufactured home site within a manufactured home park began on February 1, 2007 and the tenant still occupies the site. Rent in the amount of \$330.00 per month was payable on the 30<sup>th</sup> day of each month in advance for the following month, which was increased from time-to-time. Copies of a Notice of Rent Increase and a tenancy agreement have been provided as evidence for this hearing, and the landlord testified that presently the rent is \$430.00 per month, effective August 1, 2016. The landlord has not provided a copy of a tenant ledger, but testified that there were no arrears as of the end of March, 2016, but the tenant was in arrears of rent the sum of \$1,190.00 in August, 2016. The tenant paid \$600.00 in June, \$600.00 in August, \$600.00 in September, \$600.00 in October, 2016 as well as \$400.00 in March, 2017, \$320.00 in June and \$590.00 in September, 2017. The tenant is in arrears the sum of \$4,660.00 in addition to \$430.00 for February, 2018.

The landlord further testified that on January 1, 2018 the landlord served the tenant personally with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided for this hearing. It is dated January 1, 2018 and contains an effective date of vacancy of January 11, 2018 for unpaid rent in the amount of \$4,660.00 that was due on January 1, 2018. The landlord attempted to hand it to the tenant but the tenant closed the door and the landlord taped it to the door with a witness present.

The tenant has not paid any rent since the notice was issued and has not served the landlord with an Application for Dispute Resolution disputing the notice. The landlord seeks an Order of Possession and a monetary order for \$4,660.00 of rental arrears in addition to \$430.00 for this month's rent and recovery of the \$100.00 filing fee.

### Analysis

Once a tenant is 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 and must vacate the manufactured home site within 10 days of receiving the notice.

In this case, I accept the undisputed testimony of the landlord that the tenant has not paid any rent since the notice was issued and has not served the landlord with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy 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 tenant.

With respect to the landlord's monetary claim, I have reviewed the tenancy agreement and the Notice of Rent Increase provided by the landlord which increased rent from \$420.00 per month to \$430.00 per month effective August 1, 2016.

I also accept the undisputed testimony of the landlord that the tenant was in arrears of rent the sum of \$4,660.00 as of January, 2018 and another \$430.00 is due for February, 2018. I find that the landlord has established a claim of unpaid rent in the amount of \$5,090.00.

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 in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* in the amount of \$5,190.00.

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: February 14, 2018

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Residential Tenancy Branch