



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MIRAE INVESTMENTS LTD. (CALEDONIA MHP)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPRM-DR, FFL

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 48(4) of the *Manufactured Home Park Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent and a monetary Order.

The landlord submitted two signed Proof of Service of the Notice of Direct Request Proceeding forms which declare that on May 30, 2018, the landlord's agent served each of the above-named tenants with the Notice of Direct Request Proceeding via registered mail. The landlord provided two copies of the Canada Post Customer Receipts containing the Tracking Numbers to confirm these mailings. Section 83 of the *Act* determines that a document served in this manner is deemed to have been received five days after service.

Based on the written submissions of the landlord, and in accordance with sections 82 and 83 of the *Act*, I find that the tenants have been deemed served with the Direct Request Proceeding documents on June 04, 2018, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 39 and 48 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 60 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 65 of the *Act*?

## Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a manufactured home park tenancy agreement which was signed by the landlord's agent and the tenants on April 17, 2015, indicating a monthly rent of \$360.00, due on the first day of the month for a tenancy commencing on May 01, 2015;
- A Direct Request Worksheet showing the rent owing during the portion of this tenancy in question, on which the landlord establishes a monetary claim in the amount of \$779.88 for outstanding rent, comprised of the balance of unpaid rent owed as of May 01, 2018;
- A copy of a rental ledger which establishes the payments received and outstanding balance with respect to the tenancy;
- A copy of a "Notice of Rent Increase" form, provided to the tenants during the course of the tenancy, which demonstrates that the rent was raised to the current amount of \$389.94;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated May 09, 2018, which the landlord states was served to the tenants on May 09, 2018, for \$779.88 in unpaid rent due on May 01, 2018, with a stated effective vacancy date of May 19, 2018; and
- A copy of the Proof of Service of the Notice showing that the landlord's agent "DS" served the Notice to the tenants by way of posting it to the door of the premises at which the tenants reside on May 09, 2018. The Proof of Service form establishes that the service was witnessed by "PS" and a signature for "PS" is included on the form.

The Notice restates section 39(4) of the *Act* which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the effective date of the Notice. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

## Analysis

I have reviewed all documentary evidence provided by the landlord. Section 83 of the *Act* provides that because the Notice was served by posting the Notice to the door, the tenants are deemed to have received the Notice three days after its posting. In accordance with sections 81 and 83 of the *Act*, I find that the tenants are deemed to have received the Notice on May 12, 2018, three days after its posting.

I find that the tenants were obligated to pay monthly rent in the amount of \$389.94, and accept the evidence before me that the tenants have failed to pay rental arrears in the amount of \$779.88, comprised of the balance of unpaid rent owed by May 01, 2018.

I accept the landlord's undisputed evidence and find that the tenants did not pay the rent owed in full within the 5 days granted under section 39 (4) of the *Act* and did not apply to dispute the Notice within that 5-day period.

Based on the foregoing, I find that the tenants are conclusively presumed under section 39(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the Notice, May 22, 2018.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order of \$779.88 for unpaid rent owed by May 01, 2018.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) 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 sections 60 and 65 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$879.88 for unpaid rent, and for the recovery of the filing fee for this application. The landlord is provided with this Order in the above terms 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: June 05, 2018

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Residential Tenancy Branch