



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC  
                                 OPC

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Manufactured Home Park Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s Application for Dispute Resolution was made on June 14, 2018. The Tenant applied to cancel One Month Notice to End Tenancy for Cause, (the “Notice”) issued on June 1, 2018. The Landlord’s Application for Dispute Resolution was made on June 15, 2018. The Landlord applied for an order of possession to enforce (the Notice issued on June 1, 2018).

The Landlord attended the hearing and was affirmed to be truthful in his testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. As the Tenant was an applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was provided with the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all the evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Notice issued on June 1, 2018, be cancelled pursuant to section 40 of the Act?
- If not, is the Landlord entitled to an order of possession pursuant to section 48 of the Act?

### Background and Evidence

The undisputed testimony of the Landlord was that the tenancy began on January 1, 2017, as a month to month tenancy. Rent in the amount of \$650.00 is to be paid by the first day of each month and the Tenant paid a \$350.00 security deposit. The Tenant and the Agents testified that the Tenant's rent is paid automatically by the Ministry and that the June 2018 rent payment has been paid in full.

The testimony of the Landlord was that the Notice to end tenancy was personally served to the Tenant on June 1, 2018. The reason for the Notice was checked off as follows:

- *Tenant or a person permitted on the property by the tenant has:*
  - *Significantly interfered with or unreasonably disturbed another occupant or the landlord*
  - *Seriously jeopardized the health or safety or lawful right of another occupant or the landlord*
- *Tenant or person permitted on the property has engaged in illegal activity that has, or is likely to:*
  - *Damage the Landlord's property*
  - *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*
  - *Jeopardize a lawful right or interest of another occupant or the Landlord*
- *Tenant has caused extraordinary damage to the unit/site property /park*

The Notice states the Tenant must move out of the rental unit by July 1, 2018. The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it. The Notice also informed the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the date set out on page one of the Notice.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant was personally received the Notice on June 1, 2018. Pursuant to section 40(5) the *Act*, the Tenant had 10 days to dispute the Notice. I find the Tenant had until June 11, 2018, to file her application to dispute the Notice. The Tenant filed her application on June 14, 2018, which is outside the statutory time limit.

Therefore, I find that the Tenant is conclusively presumed to have excepted the Notice and that her tenancy would end in accordance with that Notice. I find the Notice issued on June 1, 2018, is valid and enforceable.

I find that the Landlord is entitled to an order of possession, pursuant to section 48 of the *Act*, effective not later than 2 days after service of this Order upon the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

I find that the Tenant did not dispute the Notice within the statutory time limit and is therefore presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

I grant an **Order of Possession** to the Landlord effective not later than not later than **2 days** after service of this Order upon 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.

This decision is made on the 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: August 9, 2018

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Residential Tenancy Branch