



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALLEYVIEW MOBILE HOME PARK LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL OPRM-DR

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date 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 tenant for the cost of the application.

The application was originally filed as by way of the Direct Request process which was adjourned to a participatory hearing. An Interim Decision was provided to the landlord which ordered the landlord to serve the tenant with the Notice of Adjourned Hearing and Application within 3 days of receiving the Interim Decision.

The landlord was represented at the hearing by an agent who gave affirmed testimony and provided evidentiary material in advance of the hearing. 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's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing by registered mail on June 22, 2018 and has provided a Canada Post cash register receipt bearing that date and 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* and in accordance with the order of the director.

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's agent testified that this month-to-month tenancy, being the rental of a site in a manufactured home park, began in 1996. The tenant has not removed the manufactured home, but it has not been occupied since May, 2018, and no rent has been paid. Rent in the amount of \$305.00 per month is payable on the 1st day of each month.

The landlord's agent further testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on June 2, 2018, by posting it to the door of the tenant's manufactured home. A copy has been provided and it is dated June 2, 2018 and contains an effective date of vacancy of June 12, 2018 for unpaid rent in the amount of \$305.00 that was due on June 1, 2018. The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and has not paid the rent, and arrears have continued to accumulate.

The landlord claims an Order of Possession of the manufactured home site, \$915.00 for 3 months of unpaid rent, the cost of registered mail, \$30.00 for each of the 3 months for late fees, and recovery of the \$100.00 filing fee.

Analysis

The *Manufactured Home Park Tenancy Act* states that where a tenant is served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), the tenant has 5 days to pay the rent in full, in which case the Notice is of no effect, or to dispute the Notice by filing and serving the landlord with an Application for Dispute Resolution within that 5 day period. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, the landlord's agent testified that the Notice was posted to the door of the tenant's manufactured home on June 2, 2018, which is deemed to have been served 3 days later, or June 5, 2018. The tenant had until June 10, 2018 to pay the rent or dispute the Notice, but did neither, and arrears have continued to accumulate. I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*, and 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.

I also accept the undisputed testimony of the landlord that the tenant is currently in arrears of rent the sum of \$915.00 for June, July and August, 2018, and I grant a monetary order in favour of the landlord for that amount.

The landlord's agent also testified that the tenancy agreement provides for late fees of \$30.00 per month, but there is no evidence of that. A document containing rules of the park has been provided, but is not signed by the tenant. Therefore, the landlord's claim for late fees cannot succeed.

The *Manufactured Home Park Tenancy Act* provides for recovery of a filing fee if the applicant is successful, but not for the costs of preparing for a hearing or serving documents. Since the landlord has been partially successful with the application, the landlord is entitled to recovery of the \$100.00 filing fee, but not the costs for registered mail.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective 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 \$1,015.00.

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: August 16, 2018

Residential Tenancy Branch