



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SAN STEL INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Manufactured Home Park Tenancy Act* (the “Act”) for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice”), and for the recovery of the filing fee paid for this application.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing, as was the Tenant and an agent (the “Tenant”). The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package, along with copies of the Landlord’s evidence through in-person service. The Tenant confirmed that she did not submit any evidence prior to the hearing. I find that the Notice of Dispute Resolution Proceeding package and Landlord’s evidence was duly served in accordance with Section 81 and 82 of the *Act*.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence 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

Is the Landlord entitled to an Order of Possession based on a One Month Notice to End Tenancy for Cause?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy began in July 2012. Current monthly rent is \$616.61, due on the first day of each month.

The Landlord served the Tenant in person with a One Month Notice on July 26, 2018. The Tenant confirmed receipt of the One Month Notice on July 26, 2018.

The One Month Notice was submitted into evidence and states the following as the reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant 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
- Tenant has not done required repairs of damage to the unit/site
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The Landlord provided testimony and evidence regarding many warning letters that were provided to the Tenant regarding cleaning up her yard, as well as concern for behaviours occurring in the manufactured home park that were disruptive to other residents. The Landlord testified as to multiple complaints from other residents of the manufactured home park.

The Landlord stated that they have not received any notification that the Tenant applied to dispute the One Month Notice.

The Tenant testified as to the circumstances that led to the concerns with her property and stated that the person who was staying with her and causing disruptions is no longer around. She also noted that her yard has since been cleaned up.

The Tenant confirmed that she did not apply to dispute the One Month Notice.

During the hearing, the Landlord stated that they will allow until the end of December 2018 for the Tenant to vacate the rental pad.

Analysis

I refer to Section 40(4) of the *Act* which states that a tenant has 10 days in which to dispute a One Month Notice. If they do not do so, then Section 40(5) applies, which states the following:

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the manufactured home site by that date.

As the Tenant confirmed receipt of the One Month Notice on July 26, 2018, I find that she had 10 days from that date to file an Application for Dispute Resolution. As the Tenant confirmed that she did not do so, I find that she has accepted that the tenancy ended as of the effective date of the One Month Notice.

However, I accept the submission of the Landlord that they are willing to provide until December 30, 2018 for the Tenant to move.

Upon review of the One Month Notice submitted into evidence, I find that it is in compliance with Section 48 of the *Act*. Therefore, pursuant to Section 48(2)(b), I issue the Landlord an Order of Possession, effective December 31, 2018 at 1:00 pm.

As the Landlord was successful in their Application for Dispute Resolution, I award the recovery of the filing fee in the amount of \$100.00, pursuant to Section 65 of the *Act*.

Conclusion

Pursuant to Section 48 of the *Act*, I grant an Order of Possession to the Landlord **effective on December 31, 2018 at 1:00 pm**. This Order must be served 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 65 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$100.00** 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: October 22, 2018

Residential Tenancy Branch