



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TWIN FIRS PROPERTIES (1997 LTD)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL OPC

### Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the telephone 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 Landlord Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on August 17, 2018 and has provided a copy of a Canada Post cash register receipt bearing that date and a tracking number. 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 One Month Notice to End Tenancy for Cause was issued in accordance with the *Manufactured Home Park Tenancy Act*?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy, being the rental of a site within the manufactured home park began more than 15 years ago, and a new tenancy agreement was signed by the parties for a new tenancy to begin on October 1, 2015. Rent in the amount of \$392.50 was payable on the 1<sup>st</sup> day of each month, which was raised from time-to-time, and the tenant is currently in arrears of rent for the months of July, August, September and October, 2018. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that on July 3, 2018 the landlord's agent served the tenant with a One Month Notice to End Tenancy for Cause by attaching it to the door of the tenant's manufactured home, a copy of which has been provided for this hearing. It is dated July 3, 2018 and contains an effective date of vacancy of August 2, 2018. The reasons for issuing it state:

- Tenant is repeatedly late paying rent;
- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - put the landlord's property at significant risk.

A Proof of Service document signed by the landlord's agent and a witness has also been provided for this hearing.

The tenant has not served the landlord with an Application for Dispute Resolution disputing the One Month Notice to End Tenancy for Cause, and the landlord seeks an Order of Possession and recovery of the \$100.00 filing fee.

### Analysis

Section 40 of the *Manufactured Home Park Tenancy Act* states, in part:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(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.

A One Month Notice to End Tenancy for Cause (the Notice) must be given the day before rent is payable under the tenancy agreement. In this case, the landlord gave the Notice after rent is payable, and therefore, the effective date of vacancy is changed to the nearest date that complies with the law, which in this case is September 30, 2018.

The tenant did not serve the landlord with an Application for Dispute Resolution disputing the Notice, 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,

changed to September 30, 2018, has passed, I grant the Order of Possession on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlord as against the tenant in that amount.

### 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 \$100.00.

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: October 02, 2018

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Residential Tenancy Branch