



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Manufactured Home Park Tenancy Act* (the "Act") filed on November 19, 2018. The landlord sought an order of possession of the manufactured home site for unpaid rent, pursuant to sections 39 and 48 of the Act, compensation for unpaid rent pursuant to section 60 of the Act, and compensation for recovery of the filing fee pursuant to section 65 of the Act.

A dispute resolution hearing was convened on January 7, 2019 and the landlord's agent and a witness for the landlord attended, were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant did not attend.

The landlord's agent (hereafter "landlord") testified that they served the Notice of Dispute Resolution Proceeding package by way of Canada Post registered mail on November 23, 2018, and that the package was returned unclaimed. The landlord submitted into evidence a photograph which depicted the Canada Post registered mail tracking information and the unclaimed mail. I note that the address on the mail is that of the manufacture home site. Based on the above, I find that the landlord served the tenant with the Notice of Dispute Resolution Proceeding in compliance with section 82 of the Act.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issues of this application are considered in my decision.

Issues

1. Is the landlord entitled to an order of possession for unpaid rent?
2. Is the landlord entitled to compensation for unpaid rent?
3. Is the landlord entitled to compensation for recovery of the filing fee?

Background and Evidence

The landlord testified that the landlord assumed the tenancy in 2016, and that the now-deceased tenant and the tenant are tenants. There is no written tenancy agreement, but the landlord testified that monthly pad rent is \$766.00 which is due on the first of the month.

The landlord further testified that the tenant has not paid rent for August 2018 to January 2019, inclusive. The total amount of unpaid rent, as of January 7, 2019, is \$4,596.00.

The landlord issued and served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") by way of registered mail on November 6, 2018. The 10 Day Notice was returned unclaimed. A copy of the Notice was submitted into evidence.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In this case, section 20 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the *Manufactured Home Park Tenancy Regulation* or the tenancy agreement unless the tenant has a right under the Act to deduct the rent. The landlord claims that the tenant has not paid rent.

Pursuant to section 39 of the Act, the Notice informed the tenant that the Notice would be cancelled if she paid rent within five days of service. The Notice also explained that the tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution. That the tenant refused to pick up the mail does not void or invalidate the Notice.

The landlord's agent testified, and provided documentary evidence to support his submission, that the tenant did not pay rent when it was due, and did not pay rent for

August 2018 to January 2019, inclusive. Further, there is no evidence before me that the tenant had a right under the Act to deduct some or all of the rent, and, insufficient evidence indicating that she applied to cancel the Notice.

Taking into consideration the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for an order of possession and for a monetary order for unpaid rent.

As the landlord was successful in their application I award them compensation for recovery of the filing fee in the amount of \$100.00.

Conclusion

I grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

I grant the landlord a monetary order in the amount of \$4,696.00, which must be served on the tenant. The order may be filed in, and enforced as an order of, the Provincial Court of British Columbia (Small Claims).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1 of the Act.

Dated: January 7, 2019

Residential Tenancy Branch