



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;

Both parties attended the hearing via conference call and provided testimony.

At the outset, the tenant's application was clarified. The tenant stated that she was not seeking to cancel the 10 Day Notice, confirming that there were rental arrears. The tenant stated that she was seeking more time to pay the rental arrears. At this time, the landlord stated that he could not provide the tenant with additional time to pay the rental arrears and wished to proceed on the 10 Day Notice and seek an order of possession.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed the landlord served the tenant with a 10 Day Notice dated May 10, 2019 in person on May 10, 2019. The 10 Day Notice states that the tenant failed to pay rent of \$1,067.41 that was due on May 1, 2019 and provides for an effective end of tenancy date of May 20, 2019.

The tenant confirmed that she was not disputing the 10 Day Notice, but was only seeking additional time to pay the rental arrears.

During the hearing, the landlord stated that the tenant has indicated that she is in the process of selling the manufactured home, but that no sale is imminent. The landlord requested that any order of possession granted to be effective on August 1, 2019. The landlord also stated that he seeks a monetary order for unpaid rent. During the hearing, both parties were advised that as this is the tenant's application for dispute, the landlord must file an application seeking a monetary claim separately. The landlord indicated that he understood.

### Analysis

Pursuant to section 39 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

As the tenant does not dispute the contents or the details of the 10 Days' Notice, I accept the undisputed testimony of both parties and find that the landlord has justified the 10 Day Notice for Unpaid Rent dated May 10, 2019. On this basis, the tenant's application dismissed. The landlord is granted an order of possession to be effective as per the landlord's request for August 1, 2019.

### Conclusion

The landlord is granted an order of possession.

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: June 27, 2019

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Residential Tenancy Branch