



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LADHA ENTERPRISES LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNRL OPR

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 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 and provided evidentiary material in advance of the hearing. 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 application and notice of this hearing (the Hearing Package) by registered mail on August 10, 2019 which was returned to sender unclaimed. The landlord has provided a Registered Domestic Customer Receipt addressed to the tenant and a Canada Post cash register receipt bearing that date and 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 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 began on April 1, 2012 and the tenant still resides in the manufactured home in the manufactured home park. Rent in the amount of \$568.00 per month is payable on the 1st day of each month.

The tenant failed to pay rent in full when it was due in April, 2019, leaving a balance outstanding in the amount of \$96.00. The tenant further failed to pay any rent in May, June or July,, 2019, and on July 2, 2019 the landlord's agent served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the tenant's manufactured home. A copy has been provided and it is dated July 1, 2019 and contains an effective date of July 12, 2019 for unpaid rent in the amount of \$1,875.00 that was due on July 1, 2019. The amount includes \$25.00 for each month for late charges. A Proof of Service document has also been provided as evidence for this hearing. The landlord has also provided a listing of rent outstanding as follows:

- April - \$96.00;
- May - \$568.00
- June - \$568.00; and
- July - \$568.00 totalling \$1,800.00 in addition to \$75.00 of late charges

The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and no rent has been paid. Arrears have continued to accumulate and the tenant now owes \$3,504.00 including this month's rent.

Analysis

The *Manufactured Home Park Tenancy Act* specifies that once served, or deemed 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 which case the Notice is of no effect, or pay the rent in full. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I accept the undisputed testimony of the landlord, and the Proof of Service document filed as evidence for this hearing, that the tenant was served with the Notice by posting it to the door of the tenant's manufactured home on July 2, 2019, which is deemed to have been served 3 days later. The landlord's agent testified that the landlord has not been served by the tenant with an Application for Dispute Resolution disputing the Notice, and I have no such application before me. The tenant did not pay the rent, and arrears have continued to accumulate. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*, and I grant an Order of Possession in favour of the

landlord. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

The *Act* also specifies that in order to claim late fees for late payment of rent, the tenancy agreement must contain a clause to that effect, and in this case, there is no tenancy agreement.

I accept the undisputed testimony of the landlord's agent that the tenant owes \$96.00 for April, 2019 and \$568.00 for each of the months of May, June, July, August, September and October, 2019, for a total of \$3,504.00.

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 in the amount of \$3,604.00.

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 \$3,604.00.

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 01, 2019

Residential Tenancy Branch