



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CEDAR ACRES TRAILER PARK and
[tenant name suppressed to protect privacy]

DECISION

Dispute Code 9PC, 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 the Application for Dispute Resolution.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, while no one called in for the Tenant. The Landlord was affirmed to be truthful in his testimony and stated that the Tenant was served by registered mail with the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence.

The Landlord submitted the registered mail tracking information including information that shows that the package was delivered on September 12, 2019. As such, I find that the Tenant was duly served on September 12, 2019 in accordance with Section 82 of the Act. The registered mail tracking number is included on the front page of 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

While I have considered the relevant documentary evidence and testimony of the Landlord, not all details of the submissions are reproduced here.

The Landlord provided undisputed testimony on the tenancy which was confirmed by a copy of the tenancy agreement that was submitted into evidence. The tenancy began on March 1, 2015 for a rent amount of \$415.00, due on or before the first day of each month. The Landlord stated that the rent has since been increased and that there are no issues with the Tenant paying rent. The Landlord stated that rent for October 2019 was accepted for “use and occupancy only”.

The Landlord testified that he served the Tenant in person with the One Month Notice on August 4, 2019. He stated that he did not receive any notification that the Tenant applied to dispute the One Month Notice.

A copy of 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:
 - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - Put the landlord’s property at significant risk
- Tenant or a person permitted on the property has engaged in illegal activity that has, or is likely to:
 - Jeopardize a lawful right or interest of another occupant or the landlord
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Further details were provided on the One Month Notice as follows:

On Aug 3, 2019, the Tenant admitted to cultivating 3+ plants of cannabis in clear view of other occupants of [name of Manufactured Home Park]. When verbally instructed to remove them within the day, the Tenant refused and attempted to physically relocate the Landlord multiple times, even after the Landlord had left the designated site. When informed in writing to remove the plants within the day, the Tenant received the notice, but again refused. The deadline on the notice has passed with the plants still in place.

Analysis

I accept the testimony of the Landlord that the One Month Notice was served to the Tenant in person on August 4, 2019. As stated in Section 40(4) of the *Act*, a tenant has 10 days to dispute a One Month Notice.

The Landlord testified that he did not receive any notification that the Tenant applied to dispute the One Month Notice and I have no evidence before me that an application was filed to dispute the notice. Therefore, I find that Section 40(5) of the *Act* applies as follows:

(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.

Upon review of the One Month Notice, I find that the form and content comply with Section 45 of the *Act*. Accordingly, as the Tenant is conclusively presumed to have accepted that the tenancy ends, I find that the Landlord is entitled to an Order of Possession pursuant to Section 48(2) of the *Act*. As the Tenant has paid for use and occupancy of the rental site for October 2019, I issue an Order of Possession effective October 31, 2019.

As the Landlord was successful with the application, pursuant to Section 65 of the *Act* I award the recovery of the filing fee in the amount of \$100.00.

Conclusion

I grant an Order of Possession to the Landlord effective **October 31, 2019 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 paid for the Application for Dispute Resolution. 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 11, 2019

Residential Tenancy Branch