



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 48(4) of the *Manufactured Home Park Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding form which declares that on December 06, 2019, the landlord's agent served the tenant with the Notice of Direct Request Proceeding by way of posting it to the door of the manufactured home. The Proof of Service form establishes that the service was witnessed by "MF" and a signature for "MF" is included on the form.

Based on the written submissions of the landlord, and in accordance with sections 82 and 83 of the *Act*, I find that the tenant has been deemed served with the Direct Request Proceeding documents on December 09, 2019, three days after their posting.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 39 and 48 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The landlord submitted the following evidentiary material:

- A copy of a manufactured home park tenancy agreement which was signed by the landlord's agent and the tenant, indicating a monthly rent of \$450.00 due on

the last day of each month preceding the month for which rent is due, for a tenancy commencing on June 01, 2019;

- A Direct Request Worksheet showing the rent owing during the relevant portion of this tenancy in question, on which the landlord establishes that there is a cumulative balance of unpaid rent owed by October 31, 2019 in the amount of \$1,825.00, comprised of the balance of unpaid rent owed for the months encompassing the period of June 01, 2019 to October 31, 2019;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated November 07, 2019, which the landlord states was served to the tenant on November 07, 2019, for \$1,825.00 in unpaid rent due on October 31, 2019, with a stated effective vacancy date of November 30, 2019; and
- A copy of the Proof of Service of the Notice form showing that the landlord's agent served the 10 Day Notice to the tenant by way of registered mail on November 07, 2019. The landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing.

The Notice restates section 39(4) of the *Act* which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the effective date of the Notice. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

Analysis

I have reviewed all relevant documentary evidence provided by the landlord. Section 83 of the *Act* provides that because the Notice was served by registered mail, the tenant is deemed to have received the Notice five days after its mailing. In accordance with sections 81 and 83 of the *Act*, I find that the tenant is deemed to have received the Notice on November 12, 2019, five days after its registered mailing.

I find that the tenant was obligated to pay monthly rent in the amount of \$450.00, as established in the tenancy agreement. I accept the evidence before me that the tenant has failed to pay the cumulative balance of rental arrears due by October 31, 2019, in the amount of \$1,825.00, comprised of the balance of unpaid rent owed for the months encompassing the period of June 01, 2019 to October 31, 2019.

I accept the landlord's undisputed evidence and find that the tenant did not pay the rent owed in full within the 5 days granted under section 39 (4) of the *Act* and did not apply to dispute the Notice within that 5-day period.

Based on the foregoing, I find that the tenant is conclusively presumed under section 39(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice, November 30, 2019.

Therefore, I find that the landlord is entitled to an Order of Possession based on the November 07, 2019 Notice served to the tenant for the cumulative balance of unpaid rent owed by October 31, 2019, as claimed on the landlord's Application for Dispute Resolution by Direct Request.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 09, 2019

Residential Tenancy Branch