



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J & E MOBILE HOME
PARK and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes OPR, MNRL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- an order of possession for unpaid rent, pursuant to sections 46 and 55 of the *Act*; and
- a monetary order for unpaid rent, pursuant to sections 26 and 67 of the *Act*.

As both parties were present service was confirmed. The tenant confirmed receipt of the landlord's notice of hearing and evidence in person on February 08, 2020. The tenant affirmed he did not receive a monetary order worksheet and the tenancy agreement. Based on the testimony of the tenant, I am not admitting into evidence the monetary order worksheet and the tenancy agreement. The landlord confirmed receipt of the tenant's evidence. I find both parties were served in accordance with sections 88 and 89 of the *Act*.

All parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Amendment to tenant's name

The tenant corrected his first, middle and last name. Pursuant to section 64(3)(a) of the *Act*, I amend the landlord's application to the correct name of the tenant.

Preliminary Issue – Amendment of monetary claim

At the hearing the landlord sought to amend his application for \$1,384.00 in unpaid rent to include an additional \$692.00.00 for the unpaid rent of March 2020.

The increase in the landlord's monetary claim for unpaid rent should have been reasonably anticipated by the tenant. Therefore, pursuant to section 4.2 of the Rules of Procedure and section 64 of the Act, I amend the landlord's monetary claim for unpaid rent to \$2,076.00.

Issues to be Decided

- Is the landlord entitled to obtain an order of possession, pursuant to sections 46 and 55 of the Act?
- Is the landlord entitled to a monetary order for unpaid rent pursuant to sections 26 and 67 of the Act?

Background and Evidence

While I have turned my mind to the accepted evidence and the testimony of the parties, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

Both parties agreed the tenancy started on March 2018. Monthly rent is \$692.00, due on the first day of the month. There is no security deposit nor written tenancy agreement. The tenant is in arrears for a total of \$2,076 for the rents of January, February and March 2020. The rental unit is a manufactured home in a mobile home park, and the tenant continues to live there.

The landlord submitted a copy of the Notice, dated January 10, 2020, for \$692.00 in unpaid rent due on January 01, 2020. The effective date is January 23, 2020. The Notice was posted to the tenant's door on January 10, 2020 and the tenant confirmed he received it on that day.

The tenant affirmed he is on disability and does not have money to pay the rental in arrears. The tenant affirmed he can not find work during winter.

Analysis

Section 26 of the Act requires that a tenant pay rent when it is due under the tenancy agreement.

I find the tenant was served with the Notice on January 10, 2020 in accordance with section 88(g) of the Act. The form and content of the Notice is valid pursuant to section 52 of the Act. The tenant has not disputed the Notice and is conclusively presumed under sections 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, January 23, 2020.

I accept the landlord's uncontroverted evidence that the tenant owes \$692.00 on the first of each month and is currently in arrears of \$2,076.00 for January, February and March 2020.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this order** 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 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2,076.00.

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.

I warn the tenant that he may be liable for any costs the landlord incur to enforce the order of possession and monetary award.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 20, 2020

Residential Tenancy Branch