



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNRL, FFL

Introduction

On March 6, 2020, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for the unpaid rent pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

On March 19, 2020, this Application was set down for a participatory hearing to be heard on July 17, 2020 at 1:30 PM.

L.A. and D.M. attended the hearing as agents for the Landlord; however, the Tenant did not attend the 31-minute hearing. All in attendance provided a solemn affirmation.

D.M. advised that the Tenant was served with the Notice of Hearing and evidence package by registered mail on March 23, 2020 (the registered mail tracking number is noted on the first page of this Decision). The tracking history indicated that this package was delivered on March 27, 2020. Based on this undisputed evidence, and in accordance with Sections 82 and 83 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing and evidence package five days after it was mailed.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

D.M. advised that the tenancy started on March 21, 2019 and that a written tenancy agreement was never drafted. She stated that the tenancy ended at the end of March 2020 when they were advised that the Tenant had pulled out and gave up vacant possession of the site. Rent was owed in the amount of \$650.00 per month and was due on the twenty-first day of each month. A security deposit was not paid.

With respect to whether this tenancy fell under the jurisdiction of the *Act*, L.A. advised that power, water, sewer, and cable were provided and there were hookups for the Tenant's RV. The Tenant lived on the site year-round, the RV was stationary on the site, and the RV never moved. He stated that they never retained access to, or control over, portions of the site nor did they retain the right to enter the site without notice. Finally, he advised that they did not charge tax on rent and the park never had established, restricted visiting hours.

D.M. advised that the Tenant was in arrears \$125.00 for July 2019 rent, and that he did not pay any rent for any months thereafter. As a result, they are seeking rent arrears in the amount of \$4,675.00 for rent outstanding until March 20, 2020. Furthermore, as the Tenant did not give the proper written notice to end his tenancy, as he did not pay rent on March 21, 2020, and as he subsequently gave up vacant possession of the site in late March 2020, they are seeking rent owed on March 21, 2020 as well. In total, they are seeking rent arrears in the amount of **\$5,325.00**. They provided documentary evidence outlining the Tenant's rental arrears to date.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

In considering L.A.'s testimony with respect to the site, I am satisfied that this rental falls under the *Manufactured Home Park Tenancy Act* and is not a licence to occupy. As a result, I have jurisdiction to render a Decision over this matter.

Section 20 of the *Act* states that rent must be paid by the Tenant when due according to the tenancy agreement, whether or not the Landlord complies with the tenancy agreement or the *Act*, unless the Tenant has a right to deduct all or a portion of the rent.

Section 60 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

When reviewing the totality of the evidence before me with respect to the claims for rental loss from July 2019 until April 20, 2020, I accept their undisputed testimony that July 2019 was partially in arrears and no rent had been paid since. In addition, I am satisfied that the Tenant did not give notice to end his tenancy pursuant to the *Act*. Therefore, he was also responsible for March 21, 2020 rent as well. As such, I grant the Landlord a monetary award for rent arrears in the amount of **\$5,325.00** for the months from July 2019 to April 20, 2020.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 60 and 65 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Rent owed on July 21, 2019	\$125.00
Rent owed on August 21, 2019	\$650.00
Rent owed on September 21, 2019	\$650.00
Rent owed on October 21, 2019	\$650.00
Rent owed on November 21, 2019	\$650.00
Rent owed on December 21, 2019	\$650.00

Rent owed on January 21, 2020	\$650.00
Rent owed on February 21, 2020	\$650.00
Rent owed on March 21, 2020	\$650.00
Recovery of filing fee	\$100.00
TOTAL MONETARY AWARD	\$5,425.00

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$5,425.00** 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: July 17, 2020

Residential Tenancy Branch