



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Woodland Mobile Home Park
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDCL, FFL

Introduction

This hearing dealt with a landlord's application for an Order of Possession based on a 1 Month Notice to End Tenancy for Cause dated July 8, 2020. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The tenant confirmed receipt of the landlord's proceeding package and evidence. The tenant confirmed that he had not submitted or served any evidence prior to this proceeding. The tenant was given the opportunity to provide his position, as relevant, orally during the hearing.

On a procedural matter, the landlord indicated it was seeking a monetary order that included the filing fee paid for a previous Application for Dispute Resolution. The landlord received a Monetary Order for the filing fee for the previous dispute and it is upon the landlord serve and enforce that monetary order. Accordingly, I have only considered awarding the filing fee paid for the Application for Dispute Resolution before me.

Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession?
2. Award of the filing fee paid for this Application for Dispute Resolution.

Background and Evidence

The tenancy started August 15, 2014 and the tenant is required to pay rent of \$524.00 on the 15th day of every month.

In response to an Application for Dispute Resolution filed by the landlord seeking orders for the tenant to comply with the Park Rules, a hearing was held on May 21, 2020 and on June 8, 2020 the Arbitrator issued a decision ordering the tenant to do certain things to comply with the Park Rules (file number referenced on the cover page of this decision). The landlord's agent testified that she hand delivered a copy of the decision to the tenant on June 8, 2020.

On July 8, 2020 the landlord issued the subject 1 Month Notice to End Tenancy for Cause ("1 Month Notice") to the tenant indicating the tenant failed to comply with the orders of the Arbitrator. The landlord put the 1 Month Notice in the tenant's mailbox. The 1 Month Notice has a stated effective date of August 14, 2020.

The tenant acknowledged that he has received a lot of correspondence from the landlord and he ignores what the landlord serves upon him because he is sick of receiving so much correspondence from the landlord.

The tenant did not file to dispute the 1 Month Notice.

On August 25, 2020 the landlord received a payment from the tenant that the landlord accepted for use and occupancy of the site for the period of August 15, 2020 until September 14, 2020.

The tenant stated he intends to sell his manufactured home and he seeks more time to vacate the site. The tenant indicated he needs to have an electrical inspection done but that he has not had time to do so; however, he also indicated he had been away camping.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons.

I accept the unopposed submissions of the landlord that a 1 Month Notice was served upon the tenant by placing it in his mailbox on July 8, 2020. Since the 1 Month Notice was put in his mailbox, the tenant is deemed to have received it three days later, pursuant to section 83, in the absence of any evidence to the contrary. As such, I find the tenant to be deemed served with the 1 Month Notice on July 11, 2020.

I have reviewed the 1 Month Notice dated July 8, 2020 and I find it is consistent with section 40 of the Act and it is in the approved form and duly completed.

Where a tenant receives a 1 Month Notice under section 40 of the Act, the tenant has 10 days to file an Application for Dispute Resolution to dispute the notice. If a tenant does not file an Application for Dispute Resolution to dispute the notice the tenant is conclusively presumed to have accepted the tenancy will end on the effective date and vacate the rental site.

In this case, the tenant did not file an Application for Dispute Resolution to dispute the 1 Month Notice by July 21, 2020 or any other date and the time limit for doing so has expired. Therefore, I find the tenant is conclusively presumed to have accepted the tenancy would end on August 14, 2020.

Section 48 of the Act provides the circumstances when a landlord will be provided an Order of Possession. Under section 48(2)(b), the Act provides:

(2) A landlord may request an order of possession of a manufactured home site in any of the following circumstances by making an application for dispute resolution:

(b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

In keeping with all of the above, I find the criteria of section 48(2)(b) have been satisfied and the landlord is entitled to an Order of Possession. Since the tenant has paid for continued use and occupancy up until September 14, 2020, I provide the landlord with an Order of Possession effective at 1:00 p.m. on September 14, 2020.

Since the tenant did not vacate the rental unit as required under the 1 Month Notice, I further award the landlord recovery of the filing fee paid by the landlord for this Application for Dispute Resolution. Provided to the landlord is a Monetary Order in the amount of \$100.00 to serve and enforce upon the tenant.

Conclusion

The landlord is provided an Order of Possession effective at 1:00 p.m. on September 14, 2020 and a Monetary Order in the amount of \$100.00 to serve and enforce upon the tenant.

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: August 28, 2020

Residential Tenancy Branch