



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0913241 BC LTD (Ambassador MH Park) and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR-PP, OPRM-DR, FFL

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 and a Monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 30, 2020, the landlord personally served the tenant the Notice of Direct Request Proceeding. The landlord had the tenant and a witness sign the Proof of Service Notice of Direct Request Proceeding to confirm personal service. Based on the written submissions of the landlord and in accordance with section 82 of the *Act*, I find that the tenant has been duly served with the Direct Request Proceeding documents on December 30, 2020.

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*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 60 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 65 of the *Act*?

Background and Evidence

The landlord submitted the following relevant evidentiary material:

- A copy of a manufactured home park tenancy agreement which was signed by the landlord and the tenant on January 1, 2020, indicating a monthly rent of \$310.00, due on the first day of each month for a tenancy commencing on January 1, 2020;

- A copy of a repayment plan letter dated September 4, 2020 indicating the tenant would be responsible for repayment of affected rent in monthly installments of \$152.40 starting on November 1, 2020 and ending August 1, 2021;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated December 3, 2020, for \$462.40 in unpaid rent. The 10 Day Notice provides that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of December 13, 2020;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenant's door at 12:00 am on December 3, 2020; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy.

Analysis

I have reviewed all documentary evidence and I find that the tenant was obligated to pay the monthly rent in the amount of \$310.00, as per the tenancy agreement.

In accordance with sections 81 and 83 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on December 6, 2020, three days after its posting.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the five days granted under section 39(4) of the *Act* and did not dispute the 10 Day Notice within that five-day period.

Based on the foregoing, I find that the tenant is conclusively presumed under sections 39(5) and 46(2) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, December 16, 2020.

Policy Guideline #52 provides the following information pertaining to the *COVID-19 Related Measures Act (the C-19 Act)*:

"The repayment period starts on the date the repayment plan is given by the landlord to the tenant and ends on July 10, 2021..."

*A landlord and tenant may mutually agree **in writing** to amend the terms of a repayment plan to extend the repayment period so that the tenant will pay the affected rent over more installments."*

The landlord submitted a copy of a repayment plan showing the tenant would pay monthly installments from November 1, 2020 to August 1, 2021, beyond the repayment end date established in Policy Guideline #52.

However, I find the landlord has not submitted a copy of a document containing the tenant's signature to demonstrate the tenant consented, in writing, to this longer repayment schedule.

I find I am not able to confirm the validity of the repayment plan submitted by the landlord and for this reason, I cannot consider the portion of the landlord's application for a Monetary Order related to affected rent.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order in the amount of \$310.00, the amount claimed by the landlord, for unpaid rent owing for December 2020 as of December 22, 2020.

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

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 sections 60 and 65 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$410.00 for rent owed for December 2020 and for the recovery of the filing fee for this application. 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 dismiss the landlord's application for a Monetary Order for unpaid affected rent with leave to reapply.

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: January 19, 2021

Residential Tenancy Branch