



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, OPR-DR, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 48;
- a monetary order for unpaid rent pursuant to section 60;
- authorization to recover their filing fee for this application from the tenant pursuant to section 65.

The landlord's agent, K.C. (the landlord) attended the hearing via conference call and provided undisputed affirmed evidence. The tenants did not attend or submit any documentary evidence. The landlord's agent was assisted by S-L.R.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenants were each served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 24, 2021 to their listed post office box. The landlord has submitted a copy of the Canada Post receipt with the listed tracking numbers (noted on the cover of this decision).

I accept the undisputed affirmed evidence of the landlord and find that both tenants have been properly served as per sections 81 and 82 of the Act. Despite not attending the tenants are both deemed served as per section 83 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 6, 2018 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated November 6, 2018. The monthly pad rent was \$255.00 payable on the 1st day of each month. The landlord also submitted a completed notice of rent increase dated September 15, 2019 that states that the rent was increased from \$264.00 to \$274.00 by \$10.00 to take effect on January 1, 2020.

The landlord stated that the tenants were both served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated November 20, 2020 on November 20, 2020 via Canada Post Registered Mail. The 10 Day Notice states in part that the tenants failed to pay rent of \$274.00 that was due on November 1, 2020 and provides for an effective end of tenancy date of November 30, 2020.

The landlord submitted copies of the Canada Post Receipt dated November 20, 2020 and the Customer Receipt Tracking labels for each of the two tenants. The landlord stated that the 10 Day Notice was served to the tenants Post Office Box mailing address. The landlord submitted a printout of the Canada Post Delivery history showing that both packages were served to each of the tenants and signed for on November 24, 2020.

The landlord also stated that since the 10 Day Notice dated November 20, 2020 was served no rent has been paid as of the date of this hearing. The landlord stated that the tenants have failed to pay rent of \$1,918.00 for the 7 months of unpaid rent at \$274.00 per month. The landlord stated that the tenants' home has not active utilities and it appears that the tenants have sold all of the appliances in the home.

Analysis

Pursuant to section 48 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I accept the undisputed affirmed evidence of the landlord and find that both tenants were properly served with the 10 Day Notice dated November 20, 2020 via Canada Post Registered Mail on November 24, 2020 as per the submitted proof of service documentation.

I also find based upon the undisputed affirmed evidence of the landlord that no rent has been paid since the 10 Day Notice was served on November 20, 2020 and that as of the date of this hearing the tenants are in rental arrears of \$1,918.00.

As such, the landlord is granted an order of possession to be effective 2 days after it is served upon the tenants. I also find that the landlord has established a monetary claim of \$1,918.00 in rental arrears for 7 month period since November 2020.

The landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$2,018.00.

These orders must be served upon the tenants. Should the tenants fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court and enforced as an order of those Courts.

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: May 18, 2021

Residential Tenancy Branch