



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOOD SHEPERD INVESTMENTS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

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

- a monetary order for unpaid rent pursuant to section 60;
- authorization to recover its filing fee for this application from the tenant pursuant to section 65.

The landlord's agents (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

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 tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 26, 2021. The landlord stated that a copy of the Canada Post Customer Receipt Tracking Receipt and label were submitted in support of this claim. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Despite not attending the tenant is deemed served as per section 90 of the Act.

At the outset, the landlord stated that the tenant continues to not pay any rent since February 2021 for a total of 6 months at \$618.90 per month. The landlord now seeks unpaid rent from February 2021 for 6 months at \$618.90 for a total of \$3,713.40.

Issue(s) to be Decided

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.

The landlord seeks a clarified monetary claim of \$3,813.40 which consists of:

\$618.90	Unpaid Rent, February 2021
\$618.90	Unpaid Rent, March 2021
\$618.90	Unpaid Rent, April 2021
\$618.90	Unpaid Rent, May 2021
\$618.90	Unpaid Rent, June 2021
\$618.90	Unpaid Rent, July 2021
\$3,713.40	Total Unpaid Rent
\$100.00	Filing Fee
\$3,813.40	Total Claim

The landlord stated that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent dated February 4, 2021. The 10 Day Notice sets out an effective end of tenancy date of February 10, 2021 and that it was served posted to the rental unit door and via Canada Post Registered Mail on February 4, 2021. The 10 Day Notice states that the tenant failed to pay rent of \$618.90 that was due on February 1, 2021. The landlord also referenced a proof of service document file which is page 1 out of 2 that states that the 10 Day Notice was served to the tenant on February 4, 2021 by mailing a copy to the tenant and posting it on the rental unit door. Also attached was a Canada Post Customer Receipt dated February 4, 2021 and a copy of the Tracking label.

The landlord stated that the monthly rent of \$618.90 has been in place since the last notice of rent increase was served to the tenant in July 2019.

Analysis

Section 60 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed affirmed evidence of the landlord that monthly rent is \$618.90 since July 2019. I also find that the landlord served the tenant with a 10 Day Notice to end Tenancy for Unpaid rent on February 4, 2021 by both posting to the rental unit door and via Canada Post Registered Mail as confirmed by the landlord's submitted copy of the Canada Post Registered Mail Receipt and Tracking label. I accept the undisputed affirmed evidence from the landlord that no rent has been paid since this notice was served on February 4, 2021 and that the tenant continues to not pay any rent for the last 6 months. On this basis, I find that the landlord has established a monetary claim of \$3,713.40 for unpaid rent for the last 6 months.

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

Conclusion

The landlord is granted a monetary order for \$3,813.40.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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 05, 2021

Residential Tenancy Branch