



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WOODLAND MOBILE HOME PARK  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

On June 21, 2021, the Landlord submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (“the Act”) seeking an order of possession for the rental site and for a monetary order for unpaid pad rent.

The matter was set for a conference call hearing. The Landlords attended the hearing; however, the Tenant did not.

The Landlord provided affirmed testimony that the Tenant was served with the Notice of Dispute Resolution Proceeding documents using registered mail. The Landlord testified that the hearing documents were sent to the Tenant's address on August 6, 2021. The Landlord provided the registered mail tracking information and the mail receipt in support of the testimony regarding service. The Landlord testified that the Tenant came to the office on August 17, 2021 and confirmed with her that he had received the Notice of Dispute Resolution Proceeding.

I find that the Tenant was duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 82 and 83 of the Act. The hearing proceeded.

The Landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form and make submissions to me. In this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue to be Decided

- Is the Landlord entitled to an order of possession for the rental site?
- Is the Landlord entitled to a monetary order for unpaid pad rent?

### Background and Evidence

The Landlord testified that the tenancy for the site rental began on July 6, 2005 and is on a month-to-month basis. Pad rent in the amount of \$524.00 is due to be paid to the Landlord by the fifteenth day of each month. The Landlord provided a copy of the tenancy agreement and a rent ledger showing the rent payments they received from the Tenant.

### 10 Day Notice to End Tenancy for Unpaid Rent or Utilities

The Landlord is seeking an order of possession for the rental site. The Landlord testified that the Tenant failed to pay the \$524.00 pad rent for the months of March 2020 and April 2020. The Landlord testified that over the next few months they received extra rent payments amounting to \$374.00 with an unpaid rent balance of \$674.00 owing.

On May 31, 2021, the Landlord issued the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("the 10 Day Notice"). The Landlord provided a copy of the 10 Day Notice. The Notice indicates the Tenant owes \$724.00 in unpaid rent. The Landlord confirmed at the hearing that the amount of rent owing was actually \$674.00 and not \$724.00.

The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. There is no evidence before me that the Tenant made an application to dispute the 10 Day Notice.

The Landlord testified that the Tenant did not pay the outstanding rent owing of \$674.00 within five days of receiving the 10 Day Notice. The Landlord testified that the Tenant made rent payments of \$700.00 months after the five days to pay had expired, as follows:

- September 3, 2021 \$300.00
- September 16, 2021 \$300.00
- September 24, 2021 \$100.00

The Landlord is seeking to enforce the 10 Day Notice and receive an order of possession for the rental site because the rent was not paid within five days of the Tenant receiving the 10 Day Notice.

### Analysis

Section 39 of the Act provides that Landlord may end a tenancy if rent is unpaid on any day after it is due by giving notice to end the tenancy.

Section 39 (5) of the Act provides that if a tenant who has received a notice under this section does not pay the rent or make application for dispute resolution within 5 days the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the manufactured home site to which the notice relates by that date.

Under section 48(2) of the Act, a Landlord may request an order of possession of a manufactured home site by making an application for dispute resolution when 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.

Based on the Landlord's testimony and evidence and on a balance of probabilities, I make the following findings:

I find that the Tenant received the 10 Day Notice on the third day after it was put in the mailbox. I find that the 10 Day Notice was received by the Tenant on June 3, 2021.

I find that the Tenant failed to pay the rent owing within 5 days of receiving the 10 Day Notice and I find that the Tenant failed to dispute the 10 Day Notice. I find that the time limit for making an application to dispute the 10 Day Notice has expired and Landlord is entitled to an order of possession for the rental site.

I find that the 10 Day Notice meets the requirements for format and content. I grant the Landlord an order of possession of the rental site effective two (2) days after service on the Tenant.

I find that the Tenant owed the Landlord \$674.00 in unpaid rent and made additional rent payments amounting to \$700.00. The Tenant has overpaid the rent by \$26.00.

Section 65(1) of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful with their application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I award recovery of the \$100.00 for the filing fee to the Landlord. Since the Tenant has a credit of \$26.00, I have applied that amount

towards the award of the filing fee. I grant the Landlord a monetary order in the amount of \$74.00 for the cost of the filing fee.

Conclusion

The Tenant failed to pay all the pad rent owing under the tenancy agreement.

The Tenant received the 10 Day Notice and failed to dispute the Notice or pay the outstanding rent within 5 days of receiving the 10 Day Notice. The tenancy is ending.

I grant the Landlord an order of possession for the rental site effective two (2) days after service on the Tenant.

I grant the Landlord a monetary order in the amount of \$74.00 for the cost of the filing fee.

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: November 22, 2021

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Residential Tenancy Branch