



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Maple Pool Campsite Inc and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR-DR, OPR-DR, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the application. The application was made by way of the Direct Request Process, which was adjourned to this participatory hearing and an Interim Decision dated December 1, 2021 was provided to the landlord.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's agent testified that the tenant was served with the Notice of Dispute Resolution Hearing and all other required documents, including evidence by registered mail on October 21, 2021 and has provided a copy of a Registered Domestic Customer Receipt stamped with that date by Canada Post. I am satisfied that the tenant has been served in accordance with the Interim Decision and the *Manufactured Home Park Tenancy Act*.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 3, 2021 was given in accordance with the *Act*?

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began in October, 2018 and the tenant's recreational vehicle still resides in the rental park. There is no written tenancy agreement, however rent in the amount of \$580.00 per month is payable in the winter months, and seasonally changes to \$780.00 per month from June to September each year.

The tenant's rent of \$580.00 per month is paid to the landlord by a government ministry, but during the summer months the tenant is required to pay the additional \$200.00 each month. The tenant has failed to pay the additional rent for the months of August and September, 2021.

On October 3, 2021 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by putting a copy in the tenant's mail slot and a copy to the door of the tenant's recreational vehicle. A copy has been provided for this hearing and it is dated October 3, 2021 and contains an effective date of vacancy of October 18, 2021 for unpaid rent in the amount of \$400.00 that was due on October 1, 2021. The government ministry continues to pay the \$580.00 per month.

The landlord has not been served with an Application for Dispute Resolution disputing the Notice and the landlord claims \$400.00 for the unpaid rent and an Order of Possession.

Analysis

Since the tenancy has been in place since October, 2018 I accept jurisdiction and I find that the *Manufactured Home Park Tenancy Act* applies.

However, under the *Act*, a landlord may not increase the rent except in accordance with the regulations. A landlord may not increase rent seasonally, even if part of the park is a vacation park. Since the government ministry has been paying the rent to the landlord, the tenant is not in arrears of rent.

Therefore, the landlord's application is hereby dismissed in its entirety.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed in its entirety without 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: February 08, 2022

Residential Tenancy Branch