



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BLUE UNIVERSE COMMUNICATIONS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPR, MNDCL, MNRL, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, via teleconference, on February 7, 2022. The Landlord applied for multiple remedies, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act").

Three people were present on behalf of the Landlord (collectively referred to as the Landlord). All parties provided affirmed testimony at the hearing. The Tenants did not attend the hearing.

The Landlord testified that he sent a copy of the Notice of Hearing along with supporting documentary evidence, and the amendment to each of the Tenants on November 6, 2021, by registered mail. Proof of mailing was provided into evidence. I find the Tenants are deemed to have received this package on November 11, 2021, the fifth day after its registered mailing, pursuant to Section 83 of the *Act*.

The Landlord has requested to amend his application to include rent that has accrued since the original application date. I turn to the following Rules of Procedure (4.2):

### **Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

In consideration of this, I allow the Landlord to amend the application to include rent that has accrued since the original application date.

Further, the Landlord stated that the Tenants own the trailer that they live in on the rear of the property. The Landlord explained that they own and operate a commercial business on the front of the property and are entitled to the use and possession of the entire property, which consists of a large lot, and buildings. The Landlord stated that they rent out a space on the back of the property to the Tenants so that they can park and live in their travel trailer on a permanent basis. The Landlord stated that the Tenants have power, water, and sewer hookups as part of their monthly rent. The Landlord stated the Tenants have lived there in this manner for several years. The Landlord explained that they intended to issue the 10 Day Notice, and the 1 Month Notice pursuant to the Manufactured Home Park Tenancy Act, rather than the Residential Tenancy Act, and it was a mistake to indicate this was a residential tenancy.

Pursuant to section 61(1) of the Act, I amend both the 10 Day Notice, and the 1 Month Notice, to reflect that they were issued under the Manufacture Home Park Tenancy Act, rather than the Residential Tenancy Act. I find this would have little to no prejudice, as the rights, responsibilities, and timelines associated with disputing the Notices would be the same in either case.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent or utilities or for Cause?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

#### Background and Evidence

The Landlord testified that rent, in the amount of \$500.00, is due on the first day of each month. The Landlord explained that the Tenants rent a manufactured home pad on the rear of the property, and they have lived there for several years. The Landlord confirmed that they do not hold a security deposit, and that the tenancy agreement is verbal.

The Landlord testified that he sent the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) as well as the 1 Month Notice to End Tenancy for Cause to the Tenants by registered mail on October 18, 2021. Proof of mailing was provided. The amount owing at that time was \$3,550.00. The Landlord stated that the Tenants paid January 2021 rent, in full, then only paid \$450.00 for February 2021, leaving \$50.00 owing for that month. Then, the Tenants have not paid any rent since that time, and the Landlord stated that they owe \$6,050.00 as of the time of this hearing (including February 2022).

### Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 20 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent. When a tenant does not pay rent when due, section 39 of the *Act* permits a landlord to end the tenancy by issuing a notice to end tenancy. A tenant who receives a notice to end tenancy under this section has five days, under section 39(4) of the *Act*, after receipt to either pay rent in full or dispute the notice by filing an application for dispute resolution. When a tenant does not pay rent in full or dispute the notice, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice, as per section 39(5) of the *Act*.

In this case, I find that the tenants owed \$4,050.00 in past due rent at the time the 10 Day Notice was issued on October 18, 2021. The Landlord sent the 10 Day Notice to the Tenants by registered mail on October 18, 2021. I find the Tenants are deemed to have received the 10 Day Notice on October 23, 2021, 5 days after it was mailed, pursuant to section 83 of the *Act*.

The tenants had 5 days to pay rent in full or file an application for dispute resolution. I find no evidence that the Tenants did either. As such, I find the tenants are conclusively presumed to have accepted the end of the tenancy, on the effective date of the notice. The Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the tenants.

Next, I turn to the Landlord's request for a Monetary Order for unpaid rent. After considering the evidence before me, as summarized above, I find there is sufficient evidence before me to demonstrate that the tenants owe and have failed to pay

\$6,050.00 in past due rent. This includes \$50.00 owing for February 2021, then \$500.00 per month up to and including February 2022.

Since the Landlord was successful in the hearing, I order the Tenants to repay the filing fee paid by the Landlord in the amount of \$100.00.

Having made these findings, it is not necessary to consider the other grounds or Notices on this application.

### Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenants. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The landlord is granted a monetary order pursuant to Section 60 in the amount of \$6,150.00 comprised of rent owed. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 07, 2022

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Residential Tenancy Branch