



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KJM HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPR-DR, MNR-DR, FFL**

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 48(4) of the *Manufactured Home Park Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession based on unpaid rent, to obtain monetary compensation for unpaid rent, and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlord on January 18, 2022.

The landlord submitted a copy of two Proof of Service Notice of Direct Request Proceeding forms signed by each tenant which declare that on January 29, 2022, the landlord personally served each tenant the Notice of Dispute Resolution Proceeding - Direct Request.

Based on the written submissions and evidence of the landlord and in accordance with section 82 of the *Act*, I find that the Direct Request Proceeding documents were served to the tenants on January 29, 2022.

Issues to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 39 and 48 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 60 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 65 of the *Act*?

Background and Evidence

The landlord submitted the following relevant evidentiary material:

- a copy of a manufactured home park tenancy agreement which was signed by the landlord and the tenants on October 25, 2016, indicating a monthly rent of \$695.00, due on the first day of each month for a tenancy commencing on October 14, 2016;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated January 3, 2022, for \$3,250.00 in unpaid rent. The 10 Day Notice provides that the tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of January 17, 2022;
- a copy of a Proof of Service Notice to End Tenancy form signed by tenant S.K. which indicates that the 10 Day Notice was personally served to tenant S.K. at 1:05pm on January 3, 2022; and;
- a copy of a Direct Request Worksheet with an attached document showing the rent owing and paid during the relevant period.

Analysis

Paragraph 11 (1) (b) of the Manufactured Home Park Tenancy Regulation establishes that a tenancy agreement is required to be “signed and dated by both the landlord and the tenant.”

I find that tenant P.K. has not signed the tenancy agreement, which is a requirement of the direct request process. For this reason, the portion of the landlord’s application against tenant P.K. is dismissed without leave to reapply.

I have reviewed all documentary evidence and I find that tenant S.K. has signed the tenancy agreement.

In accordance with section 81 of the *Act*, I find that the 10 Day Notice was served to tenant S.K. on January 3, 2022.

I accept the evidence before me that tenant S.K. has failed to pay the rent owed in full within the five days granted under section 39(4) of the *Act* and did not dispute the 10 Day Notice within that five-day period.

Based on the foregoing, I find that the tenant S.K. is conclusively presumed under section 39(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, January 17, 2022.

Therefore, I find that the landlord is entitled to an Order of Possession.

I note that the amount of rent on the tenancy agreement does not match the amount of rent being claimed on the 10 Day Notice. The Direct Request Worksheet must clearly show any additional months for which the tenant still owes rent; or, if there has been a rent increase, the appropriate Notice of Rent Increase forms must be submitted with the Application for Dispute Resolution to substantiate the claim for the increased rent.

I find I am not able to determine the precise amount of rent owing and for this reason the landlord's application for a Monetary Order for unpaid rent is dismissed with leave to reapply.

As the landlord was partially successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on tenant S.K. Should the tenant S.K. and **any other occupant** fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 65 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$100.00 for the recovery of the filing fee for this application. The landlord is provided with this Order in the above terms and tenant S.K. must be served with **this Order** as soon as possible. Should tenant S.K. fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that court.

The landlord's application for a Monetary Order for unpaid rent is dismissed with leave to reapply.

I dismiss the portion of the landlord's application for a Monetary Order naming tenant P.K. as a respondent 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 14, 2022

Residential Tenancy Branch