



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, CNR-MT**

Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 59;
- cancellation of a 10 Day Notice pursuant to section 39; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 40.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the respondent.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing – If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application with or without leave to reapply.

Therefore, as the applicant did not attend the hearing by 9:40 am, and the respondent appeared and was ready to proceed, the dispute resolution hearing was conducted in the absence of the applicant. The phone line remained open for the full duration of the hearing allowing the tenant to call in and attend if they chose.

The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses

The landlords gave evidence that they served the tenant with their evidentiary materials by posting on the rental unit door on April 29, 2022. The landlords submitted a Proof of Service form as evidence of service. Based on the undisputed evidence I find the tenant deemed served with the landlords' materials on May 2, 2022, three days after posting, in accordance with section 88 and 90 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to any of the relief sought?

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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The monthly rent for this periodic tenancy is \$1,000.00 payable on the first of each month pursuant to a signed tenancy agreement between the parties. The tenant has been repeatedly late in paying the rent for this tenancy. Specifically, they paid the monthly rent late in January 2022, and January, February, March, April, May, July, and August of 2021.

The landlords issued a 1 Month Notice dated January 25, 2022 providing that one of the reasons for the tenancy to end is that the tenant has been repeatedly late in paying rent.

Analysis

The applicant failed to attend this hearing and pursue their application. Consequently, I dismiss their application in its entirety without leave to reapply.

Section 48 of the *Act* provides that:

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 45 [form and content of notice to end tenancy], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application, and I find that the 1 Month Notice submitted into evidence by the tenant complies with the form and content requirements of section 45 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end.

I accept the undisputed evidence of the landlord that monthly rent for this tenancy is \$1,000.00 payable on the first of each month. I accept the undisputed submission of the landlord that the tenant has been late in paying rent on multiple instances during the last 12 months of the tenancy giving rise to a basis for the issuance of the notice.

I accept the evidence of the landlord that any payment subsequent to the issuance of the 1 Month Notice was communicated to the tenant to be for use and occupancy only and did not reinstate the tenancy.

I therefore find that the landlord is entitled to an Order of Possession pursuant to section 48. As the effective date of the notice has passed, I issue an Order of Possession effective two (2) days after service.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 10, 2022

Residential Tenancy Branch