



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DESMA HOLDINGS LIMITED  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Landlord: **FFL, OPR, MNRL, MNDCL**

Tenant: **CNR**

### **Introduction**

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*).

The landlord applied for:

- Authorization to recover the filing fee from the other party pursuant to section 65;
- An order of possession for unpaid rent pursuant to sections 39 and 48;
- A monetary order for unpaid rent pursuant to sections 60;
- A monetary order for damages or compensation pursuant to section 60.

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 39.

The tenant did not attend the hearing although I left the teleconference connection open throughout the hearing which commenced at 9:30 a.m. and ended at 10:40 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords were represented at the hearing by one of the co-owners, JD and a partner, RD. The landlords testified that they were not served with the tenant's application for dispute resolution. They discovered that the tenant had filed the application when they had called the Residential Tenancy Branch about their application

for an Order of Possession by direct request. A courtesy copy of the Notice of Dispute Resolution Proceedings was sent to the landlord on March 2, 2022.

The landlords testified that they served the tenant with their Notice of Dispute Resolution Proceedings package by sending it to him via expresspost with signature service on March 17, 2022. The tracking number for the mailing is recorded on the cover page of this decision. The landlords testified that the Notice of Dispute Resolution Proceedings package was returned to them as undelivered. I deem the Notice of Dispute Resolution Proceedings served upon the tenant on March 22, 2022, five days after it was sent by expresspost delivery with signature service in accordance with sections 82 and 83 of the *Act*.

#### Issue(s) to be Decided

Should the landlord's 10 Day Notice to End Tenancy for Unpaid Rent/Utilities be upheld or cancelled?

Is the landlord entitled to a monetary order for unpaid rent?

Can the landlord recover the filing fee?

#### Background and Evidence

The tenant did not attend the hearing to provide testimony. The landlord gave the following undisputed testimony. The tenancy began on May 31, 2013. Rent was originally set at \$280.00 per month, payable on the first day of each month. Currently, rent is set at \$327.00 per month.

Since 2016, the tenant has accrued arrears in rent totalling \$2,685.00, up to the end of April 2021. Between May 2021 and February 2021, the tenant accrued an additional \$3,270.00 in arrears. On February 19, 2022, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities by posting it to his door. A signed proof of service document was filed, and the landlord RD testified she witnessed the property manager post it to the tenant's door. The notice states the tenant failed to pay \$5,955.00 that was due on February 1, 2022.

The tenant has continued to not pay rent and he owes an additional 4 months of rent at \$327.00 per month (March to June 2022).

#### Analysis

The tenant did not attend the hearing to dispute the landlord's notice to end tenancy and the tenant did not serve the landlord with his Notice of Dispute Resolution Proceedings.

Pursuant to rule 7.3 of the Residential Tenancy Branch Rules of Procedure, the tenant's application is dismissed without leave to reapply.

I deem the tenant served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent/Utilities on February 22, 2022, three days after it was posted to his door in accordance with sections 81 and 83 of the *Act*. The landlord gave undisputed testimony to show that the tenant failed to the rent shown as owing on the landlord's 10 Day Notice to End Tenancy for Unpaid Rent/Utilities within 5 days of being served with it and the tenant did not attend the hearing to provide any reasons as to why the notice should be cancelled. The landlord's notice to end tenancy is upheld.

Section 48 of the *Act* states 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 manufactured home site 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 examined the landlord's notice to end tenancy and I find that it complies with section 45 form and content provisions. As I have upheld the landlord's notice to end tenancy, I grant the landlord and Order of Possession effective 2 days after service upon the tenant since the effective date stated on the notice has passed.

I accept the landlord's undisputed testimony that as of February 1, 2022, the tenant was in arrears of rent in the amount of \$5,955.00 and that the tenant has continued to not pay rent from March 1, 2022 to June 2022. I award the landlord the following amounts:

Item	Amount
Unpaid rent until end of February, 2022	\$5,955.00
March rent	\$327.00
April rent	\$327.00
May rent	\$327.00
June rent	\$327.00
<b>Total</b>	<b>\$7,263.00</b>

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

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

I award the landlord a monetary order in the amount of **\$7363.00**.

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: June 03, 2022

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Residential Tenancy Branch