



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VILLERS MOBILE HOME PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNRL, FFL

### **Introduction**

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

- a Monetary Order for unpaid rent, pursuant to sections 20 and 60; and
- authorization to recover the filing fee from the tenant, pursuant to section 65.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent (the "agent") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. 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 agent and I were the only ones who had called into this teleconference.

The agent was advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The agent testified that he was not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

The agent confirmed the landlord's email address for service of this decision and order.

### Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 20 and 60 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 65 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the agent, not all details of the agent's submissions and arguments are reproduced here. The relevant and important aspects of the agent's claims and my findings are set out below.

The agent provided the following undisputed testimony. This tenancy began on September 1, 2019 and the tenant moved out on October 7, 2021. Monthly pad rent in the amount of \$270.00 was payable on the first day of each month. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that the tenant failed to pay rent from April 2021 to September 2021 and that the landlord is seeking \$1,620.00 in unpaid rent for those months. The agent entered into evidence a written account of unpaid rent from April 2021 to September 2021 with outstanding rent totaling \$1,620.00 for that period. The agent testified that the tenant did not make any payments or partial payments from April 2021 to September 2021.

### Analysis

Section 20(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*, the regulations or the tenancy agreement.

Pursuant to section 20(1) of the *Act* and the tenancy agreement, I find that the tenant was obligated to pay the monthly rent in the amount of \$270.00 on the first day of each month. Based on the testimony of the agent and the written account entered into

evidence I find that the tenant did not pay rent in accordance with section 20(1) of the *Act* and owes the landlord \$1,620.00 in unpaid rent from April 2021 to September 2021.

As the landlord was successful in their application, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 65 of the *Act*.

### Conclusion

I issue a Monetary Order to the landlord in the amount of \$1,720.00.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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.

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: July 21, 2022

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Residential Tenancy Branch