



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shelter Bay Resort & RV Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 39.

The Landlord applied for:

1. An Order of Possession - Section 48; and
2. A Monetary Order for unpaid rent or utilities - Section 60.

The Tenant did not attend the hearing to pursue their application. I therefore dismiss their application without leave to reapply. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent and utilities?

### **Background and Evidence**

The following are agreed facts: the tenancy started in 2017. Rent of \$560.00 is payable on the first day of each month. On June 16, 2022 the Landlord served the Tenants with a 10-day notice to end tenancy for unpaid rent and utilities dated June 16, 2022 (the “Notice”) by posting the Notice on the door. The Notice sets out unpaid rent of \$715.00 and unpaid utilities of \$543.92.

The Landlord states that the Tenant owes the following rental amounts:

- \$160.00 for March 2022;
- \$185.00 for April 2022;
- \$185.00 for May 2022; and
- \$185.00 for June 2022.

The Landlord confirms that a previous decision dated June 14, 2022 dealt with a previous notice to end tenancy for unpaid March 2022 rent. Upon further clarification about June 2022 rent the Landlord states that on May 28, 2022 the Tenant paid \$375.00 for June 2022 rent by way of a third party and \$240.00 around June 5, 2022 by debit.

The Landlord claims unpaid rent of \$715.00. The Landlord also claims unpaid utilities of \$405.21 for May 2022 and \$138.72 for June 2022. The Landlord did not provide any bills to support the costs claimed for utilities. The Landlord states that the Tenants have paid the rent for November 2022 and seeks an order of possession for November 30, 2022.

### Analysis

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, an order of possession and a monetary order for unpaid rent must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,

- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenants' application I find that the Landlord is entitled to an order of possession. As the matter of March 2022 rent was dealt with in the previous decision and as I note that this decision did not find any amount of rent owing for this month, I find that no rents were unpaid for March 2022. Given the Landlord's evidence that more monies were collected than the rent payable for June 2022 I find that no rents are owed for June 2022. Based on the Landlord's undisputed evidence of unpaid rents for April and May 2022 I find that the Landlord is entitled to unpaid rent of **\$370.00** for these months on the basis of the Tenants' application.

The Landlords claim for unpaid utilities is dismissed with leave to reapply as no evidence was taken on the service of the Landlord's application.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on November 30, 2022. The Tenants must be served with this **Order of Possession**. Should the Tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the Landlord an order under Section 60 of the Act for **\$370.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: November 08, 2022

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Residential Tenancy Branch