



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing dealt with an application by the landlord under *the Manufactured Home Park Tenancy Act (the Act)* for the following:

- An Order of Possession pursuant to section 48(2)(b);
- A Monetary Order for unpaid rent pursuant to section 60; and
- Authorization to recover the filing fee for this application pursuant to section 65.

The hearing was conducted by teleconference. The landlord's agent RK appeared for the landlord ("the landlord"); the agent RK translated for the landlord. The landlord provided affirmed testimony. The landlord was given the opportunity to make submissions as well as present oral and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for 34 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

### *Reconvened Hearing*

This is a reconvened hearing from an Interim Decision pursuant to section 57 of the Act dated October 20, 2022.

The landlord testified the tenant was served with the Notice of Reconvened Hearing, the Interim Decision and all supporting documents as required pursuant to the Act and the Interim Decision by personal delivery by the landlord to the tenant on October 22, 2022. Pursuant to the Act and the landlord's credible testimony, I find the tenant was served as testified.

#### Issue(s) to be Decided

Is the landlord entitled to the following relief:

- An Order of Possession pursuant to section 48(2)(b);
- A Monetary Order for unpaid rent pursuant to section 60; and
- Authorization to recover the filing fee for this application pursuant to section 65.

#### Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

The landlord submitted the following relevant evidentiary material:

1. A copy of a residential tenancy agreement which was signed by the landlord and the tenant on September 1, 2020, indicating a monthly trailer pad rent of \$300.00, due on the first day of each month for a tenancy commencing on September 1, 2020
2. A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated March 30, 2022, for \$2,400.00 in unpaid rent. The 10 Day Notice provides that the tenant 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 April 11, 2022

3. A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was served to the tenant in person at 3:00 pm on March 30, 2022
4. A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy until March 30, 2022.

The landlord testified the documents accurately describe the tenancy agreement between the parties. The landlord testified the tenant has made no payments on outstanding rent following the issuance of the Notice; an additional amount of \$2,400.00 has accrued for the 8 month period after the issuance of the Notice, for a total outstanding claim at the time of the hearing of \$4,800.00.

The landlord testified he served a 10 Day Notice on the tenant as described in the Proof of Service referenced above, thereby effecting service on March 30, 2022.

The landlord stated the tenant has made no subsequent payments on rent and continues to occupy the site.

The landlord requested an Order of Possession effective on two days notice.

The landlord requested reimbursement of the amount of the filing fee of \$100.00.

### Analysis

I have reviewed all documentary evidence and testimony. I find the form and content of the 10-Day Notice complies with section 45 of the *Act*.

I find the tenant was served with the 10-Day Notice March 30, 2022, as the landlord testified, in accordance with section 82 of the *Act*.

I find the tenant did not pay the overdue rent or dispute the 10-Day Notice within the five-day period following service.

Therefore, pursuant to section 42(5)(a), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice of April 11, 2022, requiring the tenant to vacate by that date.

As the tenant continues in occupation, I find the landlord is entitled to an Order of Possession under section 48, effective two days after service.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary award pursuant to section 60 in the amount of \$4,800.00 for unpaid rent. As the landlord was successful in this application, I award the landlord reimbursement of the \$100.00 filing fee for a total Monetary Order of \$4,900.00.

A summary of my monetary finding follows:

ITEM	AMOUNT
Award to landlord for outstanding rent	\$4,800.00
Reimbursement of filing fee	\$100.00
<b>Monetary Order</b>	<b>\$4,900.00</b>

### Conclusion

I grant a Monetary Order to the landlord in the amount of **\$4,900.00**.

This Monetary Order must be served on the tenant. If the tenant fails to comply with this Order, the landlord may file the Order in the Provincial Court (Small Claims) and be enforced as an Order of that Court.

I also grant the landlord an Order of Possession effective two days after service on the tenant.

This Order of Possession must be served on the tenant. If the tenant fails to comply with this Order, the landlord may file the Order with the Supreme Court of British Columbia to be 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: November 15, 2022

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Residential Tenancy Branch