



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0913241 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OPR, MNRL, FFL**

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (“the Act”) for orders as follows:

- an order of possession pursuant to section 48 of the Act
- for a monetary order pursuant to section 60 of the Act
- for reimbursement of the filing fee pursuant to section 65 of the Act

Landlord appeared by agents CL, MK, and SS. The tenant did not appear. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

Both parties confirmed they were not recording the hearing pursuant to RTB Rules of Procedure 6.11. The parties were affirmed.

The landlord stated that they served the 10 Day Notice to End Tenancy (“10 Day Notice”) dated July 27, 2022 with an effective date of August 11, 2022 by registered mail on that date. A Proof of Service form and a Canada Post registered mail receipt were provided in evidence. Pursuant to sections 81 and 83 of the Act the tenant is deemed to have been served with this notice August 1, 2022 in accordance with the Act.

The landlord further stated they served dispute notice and materials in support of the application in person on August 29, 2022. They provided an acknowledgement of receipt of the dispute notice and evidence signed by the tenant as proof of service. I find the tenant is deemed to be served on August 29, 2022 in accordance with sections 81, 82, and 83 of the Act.

Issue(s) to be Decided

1. Is the One Month Notice valid and enforceable against the tenant? If so, is the landlord entitled to an order of possession?
2. Is the landlord entitled to a monetary order for unpaid rent?
3. Is the landlord entitled to recover the filing fees?

Background and Evidence

The tenancy commenced on December 2, 2014. Rent is \$313.00 per month due on the first of the month. The tenant rents a pad in a manufactured home park, the trailer belongs to the tenant. The tenant still occupies the manufactured home site.

The undisputed evidence of the landlord is that the 10 Day Notice was served because the tenant did not pay rent for July, 2022 and in addition the tenant had outstanding rent due from previous months. The landlord provided a monetary order worksheet in evidence. As of the date of the hearing the landlord stated that the tenant was in arrears on rent in the amount of \$1,373.00 and they are seeking a monetary order for that amount.

Analysis

Under section 20 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

When a tenant fails to pay rent pursuant to the terms of the tenancy agreement, the landlord may serve the tenant a 10 Day Notice to End Tenancy for Unpaid Rent, as here.

The Notice sets out for the benefit of the tenant that the 10 Day Notice would be cancelled if the rent was paid within five (5) days. The 10 Day Notice also explained that alternatively the tenant had five days to dispute the 10 Day Notice by making an application for dispute resolution. I have no evidence before me that the tenant applied to dispute the Notice.

I find the landlord submitted sufficient, unopposed evidence to prove that the tenant was served the 10 Day Notice, owed the rent listed, did not pay the outstanding rent, or file an application for dispute resolution in dispute of the 10 Day Notice within five days of service.

I find the tenant is conclusively presumed under section 39(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, or August 11, 2022.

As a result, I order the tenancy ended on August 11, 2022, and I grant the landlord an order of possession of the rental unit pursuant to section 48(2)(b) of the Act, effective **two days** after service of the order upon the tenant.

I find, based on the undisputed evidence of the landlord, that the tenant as of the date of the hearing owed \$1,373.00 in rent. Therefore I find that the landlord is entitled to a monetary order for unpaid rent pursuant to section 60 of the Act.

As the landlord was successful in their application, I find that the landlord is entitled to recover the \$100.00 filing fee for the application.

### Conclusion

The landlord is granted an order of possession which will be effective two days after it is served on the tenant. The order of possession must be served on the tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The landlord is granted a monetary order for \$1,473.00 in recovery of unpaid rent and the filing fee. The monetary order must be served on the tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: January 11, 2023