



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COUNTRYSIDE MOBILE MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on September 24, 2022 seeking an order of possession of the manufactured home site. Additionally, they applied for the cost of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 67(2) of the *Manufactured Home Park Tenancy Act* (the “Act”) on January 30, 2023.

The Landlord attended the hearing; the Tenant did not attend. At the outset of the hearing I provided the Landlord the opportunity ask questions on the hearing process.

Preliminary Issue – Landlord’s Notice of Dispute Resolution Proceeding

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with the Notice of Dispute Resolution Proceeding for this hearing. This means the Landlord must provide proof that they served the document using a method allowed under s. 82 of the *Act*, and I must accept that evidence.

The Landlord set out how they served this notice to the Tenant personally on September 28, 2022. The Landlord provided a three-part Certificate of Service that set out the following:

- September 28, 2022 in-person delivery of the Notice of Dispute Proceeding Info Process and Pertinent Information”
- November 29, 2022: registered mail copies of 10-Day Notices – Notice of dispute proceeding info & process – tenant agreement – complaint letters from neighbours – BC registry proof of ownership

- December 12, 2022: in-person copies of 10-Day Notices & proof of service – Notice of Dispute Proceeding info & process – tenancy agreement – complaint letters from neighbours – BC registry proof of ownership

Based on the submissions and evidence of the Landlord, I accept they served the Notice of Dispute Resolution Proceeding and their evidence in a manner complying with s. 82(a) of the *Act*. The hearing thus proceeded in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent pursuant to s. 48 of the *Act*?

Is the Landlord entitled to recovery of unpaid rent amounts, pursuant to s. 48(4) of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 65 of the *Act*?

Background and Evidence

The parents of the Tenant deceased in 2017 and 2019, and the Tenant here took up residence in the rental unit. The Landlord became managers of the manufactured home park in 2021. They learned that the Tenant here was using their deceased parent's name which was virtually identical aside from the middle given name.

In the hearing, the Landlord provided that the rent amount in question was \$434.25. Upon the start of their work at this manufactured home park, the Landlord learned that they Tenant "was not good at paying rent." Aside from the rent issue, the Tenant here is noted to keep a messy and unkempt manufactured home site, and the Landlord set out they received numerous complaints from the Tenant's neighbours about noise.

The Landlord applied for an Order of Possession pursuant to the 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice") they issued on September 2, 2022. They served this to the Tenant on that same day in person.

The Landlord provided a copy of the 10-Day Notice. It provides that the Tenant had five days from the date received to pay the rent in full or apply for dispute resolution, or the tenancy would end on the vacancy date indicated, September 12, 2022. On the document in the evidence, the Landlord's notation reads "3rd 10-day Notice".

The reason for the Landlord serving that 10 Day Notice, as provided on page 2 of the document, is the unpaid rent due on September 1, 2022. This amount was \$537.25.

In the hearing, the Landlord set out the subsequent history of further 10-Day Notice documents they served the Tenant:

- October 2, 2022 for the amount of \$498.50 – this after a payment by the Tenant on September 22, 2022 for \$500
- November 2, 2022 for the amount of \$517.75, with a previous balance of \$58.50 carried over
- December 2, 2022 for the amount of \$977, noting this as the “6th 10-Day Notice for 2 months owing rent
- January 5, 2023 for the amount of \$1,444, being “total rents for 3 months”.

In the hearing, the Landlord confirmed the amount owing from the Tenant here was \$1,444. This was as of the date of the hearing, January 30, 2023.

Analysis

The Landlord in their evidence and testimony provided for the specific terms of rental amount and timing of payment. The Respondent named as the Tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

The Landlord served 10-Day Notice referred to in their Application on September 2, 2022. I accept the undisputed evidence before me that the Tenant failed to pay the rent owed in full by September 7, 2022, within the five days granted under s. 39(4) of the *Act*. The Tenant likewise did not dispute the 10-Day Notice within that five-day period.

Based on the foregoing, I find that the Tenant is conclusively presumed under s. 39(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, September 12, 2022.

Under s. 48 of the *Act*, I grant a landlord the Order of Possession. The tenancy will end imminently for this reason.

In line with this, and by application of s. 48(4)(b) of the *Act*, I grant the Landlord \$1,444 for rent amounts owing for the time period in which the Tenant has not paid rent.

The Landlord was successful in this Application; therefore, I grant reimbursement of the Application filing fee in full.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to s. 48 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$1,544 for recovery of the rent amounts owing, and the filing fee for this hearing application. 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 s. 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 30, 2023

Residential Tenancy Branch