



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MISSION HEIGHTS MOBILE HOMES PART  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      OPR, MNRL, FFL

### **Introduction**

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenants.

1. Exclusive possession of the manufactured home site [the 'Site'] in favour of the landlords.
2. Payment of \$2,147.21 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords appeared at the hearing on 11 May 2023 by way of an agent. The tenants did not appear.

### **Preliminary Matter - Non-appearance at the Hearing**

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1330 hours and ended about 38 minutes later. I confirmed:

1. that the landlords affirmed that they sent a copy of this Notice of Hearing to the address of the rental unit *via* registered mail on 11 April;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference;

Rule 7.3 of the RTB Rules of Procedure reads:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenants failed to attend this hearing, but I conducted it in their absence. The landlords' evidence satisfied me that they had correctly notified the tenants of this hearing and how to participate.

### Issues to be Decided

Are the landlords entitled to exclusive possession of the Site?

Do the tenants owe the landlords \$2,147.21 in rent?

Should the tenants reimburse the landlords for the cost of filing this application?

### Background and Evidence

The landlords told me that rent for this Site is \$523.97 *per* month, due on the first day of each month.

They told me that the tenants did not pay rent for December last year, and January and February of this year [a total of \$1,571.91].

Because of this, the landlords wrote to the tenants on 24 February, asserting that \$1,611.91 was owed in unpaid rent.

On 1 March, the tenants again failed to pay rent. But a few days later (6 March) the tenants paid the landlords \$523.97.

Ten days after that, the landlords served the tenants with a 10-day Notice to End Tenancy for Unpaid Rent [the 'Notice']. During the hearing the landlords told me the following about this Notice:

1. they served it by taping it to the front door of the tenants' manufactured home;

2. they used an RTB form that they acquired 'at some point', but which was apparently an outdated form;
3. they signed and dated the Notice;
4. they recorded the address of the Site;
5. they recorded the effective date of the Notice as 29 March; and
6. they stated the basis for the Notice as the tenants' failure to pay \$1,611.91 rent due 1 March.

And they said that the tenants failed to pay rent for April or May, as well [amounting to a further \$1,047.94]. In sum, the landlords told me that the tenants owed \$2,619.85 for five months unpaid rent.

### Analysis

There was no evidence that the tenants applied for Dispute Resolution regarding this Notice, or ever paid the outstanding rent.

In reviewing the Notice, I noted that it read (in part): 'You have five (5) days to pay the rent or utilities to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.' I am satisfied that, if the tenants had desired to dispute this Notice, they could have determined how to do so.

Section 39 (5) of the *Manufactured Home Park Act* [the 'Act'] stipulates that, in these circumstances, the tenants are presumed to have accepted that the tenancy ended on 29 March.

The uncontroverted evidence is that the tenants did not pay five months rent, which is a total of \$2,619.85. Accordingly, I will order that the tenants pay this amount to the landlords.

### Conclusion

I make an Order of Possession in favour of the landlords. This order is effective two days after the landlords serve it upon the tenants. If the tenants or any occupant of the Site fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I order that the tenants pay to the landlords \$2,619.85 for unpaid rent per section 60 of the Act. And I order that the tenants also reimburse the landlords for the \$100.00 to file this application.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 24 May 2023

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Residential Tenancy Branch