



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding GREEN ACRES MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNRL, FFL

Introduction

This matter was convened to hear an Application for Dispute Resolution made by the Landlord on May 12, 2023. The Landlord seeks the following relief pursuant to the Manufactured Home Park Tenancy Act (the Act):

- an order of possession based on a One Month Notice to End Tenancy for Cause dated March 7, 2022 (the One Month Notice);
- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlord was represented by RL, an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, RL advised that the Landlord served each of the Tenants with the Notice of Dispute Resolution Proceeding package by registered mail on May 15, 2022. Copies of Canada Post registered mail receipts confirming the date and time of purchase and including the tracking number were submitted in support. Pursuant to sections 82 and 83 of the Act, I find these documents are deemed to have been received by the Tenants on May 20, 2022, five days after they were mailed.

RL was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession based on the One Month Notice?
2. Is the Landlord entitled to a monetary order for unpaid rent?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

On behalf of the Landlord, RL confirmed that the tenancy began on August 15, 2018. The Tenants continue to occupy the rental unit. Currently, pad rent of \$365.00 per month is due on the first day of each month. A copy of the signed tenancy agreement was submitted into evidence.

RL testified that the One Month Notice was served on the Tenants by attaching a copy to the Tenant's door on March 7, 2022. A signed Proof of Service document was submitted which confirms service in this manner was witnessed by BL. The One Month Notice is signed and dated, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form. RL testified he is unaware of any dispute being filed in response to the One Month Notice.

The One Month Notice was issued on the basis that the Tenants keep an unapproved pet dog on the rental property, and that the dog's barking and aggressive behaviour has caused a disturbance. Several letters of complaint were submitted in support.

Further, RL testified that the Tenants have not paid pad rent in full when due and that \$299.00 remains outstanding to August 31, 2023, and that rent due on September 1, 2023 has not yet been paid.

The Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 40(1) of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for cause in the approved form. The notice must comply with the form and content requirements of the Act. A tenant has 10 days after receipt of a notice to end tenancy for cause to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause within 10 days after receipt results in the conclusive presumption that the tenant has accepted the tenancy ends on the effective date of the notice and must vacate the rental unit.

The Landlord seeks an order of possession. In this case, I find that the One Month Notice was served on the Tenants by attaching a copy to their door on March 7, 2022. Pursuant to sections 81 and 83 of the Act, documents served in this way are deemed to be received three days later. Therefore, I find the One Month Notice is deemed to have been received by the Tenants on March 10, 2022.

Pursuant to section 40(4) of the Act, the Tenants had until March 20, 2022, to dispute the One Month Notice by filing an application for dispute resolution. I find it is more likely than not that the Tenants did not dispute the One Month Notice. Pursuant to section 40(5) of the Act, I find the Tenants are conclusively presumed to have accepted the tenancy ended on the effective date of the One Month Notice and must vacate the manufactured home site. Therefore, I find the Landlord is entitled to an order of possession, which will be effective two days after it is served on the Tenants.

I also find the Landlord has demonstrated an entitlement to \$299.00 for unpaid pad rent. As the hearing took place on September 1, 2023, the Tenants still have time to pay rent when due. The Landlord remains at liberty to reapply for any rent which remains unpaid after August 31, 2023.

Having been successful, I also find the Landlord is also entitled to recover the \$100.00 filing fee paid to make the application. Therefore, I grant the Landlord a monetary order for \$399.00, which is comprised of \$299.00 for unpaid rent to August 31, 2023 and \$100.00 in recovery of the filing fee.

Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenants. 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 of \$399.00. 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: September 1, 2023

Residential Tenancy Branch