



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes OPC, OPR, MNR, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 39 and 48 of the Act
- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under section 40 of the Act
- reimbursement of the filing fee under section 65 of the Act

The Landlord was represented by its owner Q.W.W. at the hearing.

No one attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find Tenant C.B. was served on September 9, 2025, the date of delivery of the proceeding package for the application for an order of possession based upon the One Month Notice served to the Tenant by registered mail in accordance with section 82(1) of the Act. The Landlord provided a copy of the Canada Post customer receipt containing the tracking number to confirm this service as well as a completed proof of service form.

I further find the Tenant was served on September 26, 2025, the date of delivery of the proceeding package for the application for an order of possession based upon the 10 Day Notice served to the Tenant by registered mail in accordance with section 82(1) of the Act. The Landlord provided a copy of the Canada Post customer receipt containing the tracking number to confirm this service as well as a completed proof of service form.

Service of Evidence

The Landlord confirmed copies of the Landlord's evidence submitted in support of each application were included in the respective proceeding packages served to the Tenant.

The Tenant submitted no evidence for this proceeding.

Issues for Decision

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

Although the Landlord attended the hearing by way of conference call, the Tenant did not. The Landlord was provided a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I have reviewed the evidence submitted by the Landlord and I have considered the testimony of the Landlord in reaching a determination on the issues presented.

Evidence was provided showing that this tenancy began on January 1, 2024, and has continued on a month-to-month basis. The Tenant's current monthly rent is \$337.80 due on the first day of the month. A copy of the tenancy agreement and notice of rent increase effective January 1, 2025, for the current monthly rent were provided in evidence. The Landlord stated the Tenant did not file an application for dispute resolution regarding the notice of rent increase.

On March 11, 2025, the Landlord issued a One Month Notice to end the tenancy for cause based upon the Tenant's repeated late rent payments. The effective date of the Notice was April 14, 2025. The Notice detailed the Tenant's late rent payments for November and December 2024 and for January and February 2025. The Notice was served to the Tenant on March 12, 2025, by posting to the door of his home. A copy of

the One Month Notice was provided in evidence together with a completed proof of service form signed by a witness.

Thereafter, the Tenant made several rent payments. The Landlord included copies of receipts issued to the Tenant for these rent payments made by the Tenant, albeit late, and copies of the e-transfer notifications the Landlord received confirming the Tenant's late payments. After service of the Notice, the Tenant was late paying rent for May, June and July 2025.

Upon application for an order of possession on the One Month Notice, an adjudicator adjourned the proceeding noting in the decision dated September 3, 2025, citing to Policy Guideline 11, the Landlord's issuance of rent receipts to the Tenant after issuance of the One Month Notice without indicating on each receipt "for use and occupancy" after the effective date in the Notice may imply the parties intended the tenancy continue.

On September 8, 2025, the Landlord issued a 10 Day Notice to end the tenancy for unpaid rent owing in the amount of \$851.00 as of September 1, 2025. The effective date of the 10 Day Notice was September 19, 2025. The Notice was posted to the door of the Tenant's home. A copy of the Notice was provided in evidence. The Landlord testified the Tenant paid \$338.00 on September 24, 2025.

The Landlord stated the Tenant has made no rent payment in October, 2025, and the Tenant's current unpaid rent balance is \$850.80.

The Landlord stressed in his testimony the Tenant's repeated late rent payments since the start of the tenancy and the Tenant's current unpaid rent balance warranted the issuance of each Notice.

Analysis

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Section 40 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 40 of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

The Tenant did not file an application to dispute the One Month Notice as required by the Act. However, as noted in the adjudicator's decision, I find the repeated subsequent payments made by the Tenant after the effective date of the One Month Notice of April

14, 2025, may have reasonably led the Tenant to believe the tenancy was continuing. Indeed, the Landlord not only failed to issue receipts noting these payments after the effective date were for “use and occupancy” but then issued a 10 Day Notice for unpaid rent on September 8, 2025.

Therefore, I decline to grant an order of possession to the Landlord based upon the One Month Notice issued by the Landlord on March 11, 2025. The Landlord’s application for an order of possession based upon the One Month Notice is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

Section 39 of the Act states that upon receipt of a 10 Day Notice the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant(s) do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 39(5).

I find the 10 Day Notice was deemed served to the Tenant in person on March 14, 2025 (3 days after posting to the door of the Tenant’s residence on March 11, 2024), and the Tenant had until March 19, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

Based on the evidence before me, I find the Tenant failed to pay any rent within five days of receiving the 10 Day Notice and did not make an application under section 39(4) of the Act within the same timeframe. In accordance with section 39(5) of the Act, due to the failure of the Tenant to take either of these actions within five days, I find the Tenant is conclusively presumed to have accepted the end of this tenancy on September 19, 2025, the effective date on the 10 Day Notice. In this case, the Tenant and anyone on the premises were required to vacate the premises by that date.

The Landlord stated the Tenant did not pay rent due September 1, 2025 or October 1, 2025. The last payment the Landlord received from the Tenant was \$338.00 on September 24, 2025. Furthermore, to the best of the Landlord’s knowledge, the Tenant remains in the manufactured home on the subject rental site.

Therefore, I find the Landlord is entitled to an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 39 and 48 of the Act.

Pursuant to section 48(1.1) of the Act, when the application concerns the Landlord’s notice for unpaid rent, and the Notice complies with section 45 of the Act and the Notice

is upheld or the tenant's application to cancel the notice is dismissed, the director must issue an order for unpaid rent.

I find the Landlord's Notice to end the tenancy for unpaid rent complies with section 45 of the Act. I further find, based upon the Landlord's uncontested testimony, the Tenant has unpaid rent currently owing in the amount of \$850.80. I therefore grant a monetary order to the Landlord for unpaid rent in the amount of \$850.80.

Is the Landlord entitled to reimbursement of the filing fee from the Tenant?

As the Landlord was successful on the application pursuant to the 10 Day Notice to end tenancy, the Landlord's request for reimbursement of the filing fee from the Tenant under section 65 of the Act is granted.

The Landlord was not successful on the application based upon the One Month Notice, and I decline to authorize reimbursement of the filing fee from the Tenant. The Landlord's request for reimbursement for the filing fee on this application is dismissed without leave to reapply.

Conclusion

In accordance with section 48(1) of the Act, I grant an Order of Possession to the Landlord effective October 31, 2025, after service of the Order on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant a Monetary Order to the Landlord in the amount of \$850.80 for unpaid rent owed by the Tenant pursuant to section 48(1.1) of the Act and I grant the Landlord reimbursement from the Tenant for the filing fee in the amount of \$100.00 in accordance with section 65 of the Act, for a total Monetary Order in the amount of \$950.80. The Landlord is provided with this Order 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.

The Landlord's application for an order of possession based upon the One Month Notice issued March 11, 2025, is dismissed without leave to reapply.

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This decision is issued on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 7, 2025

Residential Tenancy Branch