



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) for a monetary order for unpaid site rent, and to recover the filing fee.

An agent for the landlord (the “agent”) and a manager for the landlord (the “manager”) appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent and manager were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) and the Application for Dispute Resolution (the “Application”) was considered. The agent testified under oath that the tenant was served with a registered mail package that included the Notice of Hearing and Application was mailed to the tenant on February 4, 2014. The agent stated that on March 10, 2014, the agent had a telephone conversation with the tenant at which time the tenant confirmed that he received the documents from the landlord. The agent testified that on April 28, 2014, a second registered mail package was sent to the tenant which included the Notice of Hearing and Application again, plus documentary evidence and a registered mail tracking number was submitted in evidence. The agent stated that the second registered mail package was not returned to the landlord. Documents served by registered mail are deemed served five days after they are mailed pursuant to section 83 of the *Act*. Based on the above, I am satisfied that the tenant was deemed served under the *Act*.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The agent stated that a month to month written tenancy agreement was assumed on January 1, 2010. The landlord submitted the tenant's written notice dated September 30, 2013 in evidence in which the tenant confirms in writing that he intended to vacate the rental site effective October 1, 2013. According to the agent, the landlord is seeking unpaid site rent for the month of October 2013 in the amount of \$833.00 as the tenant's notice did not take effect until October 31, 2013. The agent stated that the tenant's written notice to end tenancy dated September 30, 2013 was served on September 30, 2013, to the landlord.

The agent stated that monthly site rent was \$833.00 and due on the first day of each month and that the tenant failed to pay site rent for the month of October 2013. The landlord is also seeking the recovery of their filing fee of \$50.00.

Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 60 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Claim for unpaid site rent for October 2013 – The agent testified that site rent of \$833.00 for the month of October 2013 has not been paid by the tenant. Pursuant to section 20 of the *Act*, a tenant must pay site rent when it is due in accordance with the tenancy agreement. I find that pursuant to section 38 of the *Act*, that the earliest date the tenant's written notice to end the tenancy would have been effective would have been October 31, 2013. Based on the above, I find that the tenant has failed to comply with a standard term of the tenancy agreement which stipulates that site rent is due monthly on the first of each month. Given the above, I find the landlord has met the burden of proof and has established that the landlord is owed \$833.00 for unpaid site rent for the month of October 2013.

As the landlord has succeeded with their application, I grant the landlord the recovery of the \$50.00 filing fee.

Monetary Order – I grant the landlord a monetary order pursuant to section 60 of the *Act* in the amount of **\$883.00** comprised of \$833.00 in unpaid site rent, plus the \$50.00 filing fee. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord's application had merit. The landlord has been granted a monetary order under section 60 of the *Act* in the amount of \$883.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 3, 2014

Residential Tenancy Branch

