



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mirae Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

The landlord company was represented at the hearing by an agent and the owner of the company. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent gave affirmed testimony and evidentiary material has also been provided. The landlord's agent testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on March 8, 2017 and the landlord has provided a copy of a Registered Domestic Customer Receipt stamped by Canada Post with that date, and I am satisfied that the tenant has been served in accordance with the *Manufactured Home Park Tenancy Act*.

Issue(s) to be Decided

- Is the landlord entitled under the *Manufactured Home Park Tenancy Act* to an Order of Possession for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this tenancy, being the rental of a site in a manufactured home park began on February 1, 2011 on a month-to-month basis and the tenant still resides on that site in a manufactured home owned by the tenant. Rent in the amount of \$374.94 per month is currently payable on the 1st day of each month,

having been increased from \$360.00 per month effective February 1, 2017. A copy of the tenancy agreement has not been provided.

The landlord's agent further testified that the tenant has fallen into arrears of rent and on January 18, 2017 an agent of the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. It is dated January 18, 2017 and contains an effective date of vacancy of February 2, 2017 for unpaid rent in the amount of \$1,800.00 that was due on January 1, 2017. It is signed by an agent of the landlord and indicates that it was served on that date and in that manner.

The landlord has also provided a Monetary Order Worksheet setting out a claim for unpaid rent in the amount of \$360.00 for each of the months of September, 2016 through January, 2017, and \$374.94 for February's rent, totaling \$2,174.94. The tenant has not paid any of the rent and arrears of rent have accumulated for March, 2017.

The landlord claims unpaid rent in the amount of \$2,549.88 as well as loss of rental revenue for April, 2017, given that today is the end of March, 2017, and recovery of the \$100.00 filing fee. The landlord's agent testified that there are currently vacancies within the manufactured home park, and re-renting for April, 2017 will not be possible.

Analysis

The *Manufactured Home Park Tenancy Act* states that a tenant has 5 days from the date of service, or deemed service to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities or to pay the rent. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, I accept the undisputed testimony of the landlord's agent that the tenant was served with the notice by regular mail on January 18, 2017, which is deemed to have been served on January 23, 2017. The tenant has not paid the rent and has not served the landlord with an application for dispute resolution disputing the notice, and I have no such application before me. I find that the notice is in the approved form and contains information required by the *Act*. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession. Since the effective date of vacancy contained in the notice has passed, I grant the Order of Possession on 2 days notice to the tenant.

I also accept the undisputed testimony of the landlord's agent that the tenant is in arrears of rent the sum of \$2,549.88 for September, 2016 through March, 2017 and the landlord has established that claim. I also find that given that today is the last day of March, 2017, and having found that the tenant has breached the tenancy agreement the

landlord is also entitled to loss of rental revenue for the month of April, 2017 in the amount of \$374.94.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* in the amount of \$3,024.82.

This order is final and binding and may be enforced.

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: March 31, 2017

Residential Tenancy Branch