



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RETIRE WEST COMMUNITIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

On April 27, 2017, the Landlord submitted an Application for Dispute Resolution for an order of possession based on the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on May 11, 2017. The Landlord testified that he also posted a copy of the Notice of Hearing on the Tenant's door. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 82 and 83 of the *Manufactured Home Park Tenancy Act* ('the Act').

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issue to be Decided

- Is the Landlord entitled to an order of possession due to unpaid rent?

Background and Evidence

The Landlord testified that the manufactured home park was purchased approximately six years ago. The Landlord testified that the Tenants tenancy began in August, 2011, as a month to month tenancy. Pad rent in the amount of \$310.00 is to be paid on the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the month of April 2017. He testified that the Tenant was almost three months in arrears paying the rent.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 5, 2017, ("the 10 Day Notice").

The Landlord testified that the 10 Day Notice was attached to the Tenant's door. The Landlord provided a proof of service document indicating the posting of the Notice was witnessed.

The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$1,015.00 which was due on April 1, 2017. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

There is no evidence before me that that the Tenant made an application to dispute the Notice.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement within 5 days of receiving the 10 Day Notice.

The Landlord testified that the Tenant made a \$400.00 payment towards rent sometime in May 2017.

The Landlord seeks an order of possession.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the outstanding rent within five days of receiving the 10 Day Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 39 of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 48 of the Act, effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent due under the tenancy agreement and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenant.

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: June 13, 2017

Residential Tenancy Branch