



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- an Order of Possession for cause based on the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 48; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 65.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:47 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they left the 1 Month Notice in the tenant's mailbox on November 18, 2017. In accordance with sections 81 and 83 of the *Act*, I find that the 1 Month Notice was deemed served to the tenant on November 21, 2017, the third day after it was placed in the tenant's mailbox.

The landlord testified that they handed the tenant the dispute resolution hearing package and written evidence at or about 3:30 p.m. on January 9, 2018. I find that these documents were served to the tenant on that day in accordance with sections 81 and 82 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause based on the landlord's 1 Month Notice? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord testified that this manufactured home park pad rental commenced in June 2009. The current monthly pad rental for this site is \$365.00, payable in advance on the first of each month. The landlord testified that they had accepted the tenant's pad rental payment for February 2018, but that the tenant realized that the landlord was still intending to pursue the 1 Month Notice issued to the tenant in November 2017.

The landlord's written submission referenced a September 20, 2017 decision issued by another arbitrator appointed under the *Act*, in which that arbitrator recorded the terms of a settlement agreement reached between the parties with respect to an earlier 1 Month Notice issued on June 13, 2017. To give legal effect to the parties' settlement agreement, the previous arbitrator included in the September 20, 2017 a number of orders regarding actions to be taken by the tenant within the time frames the parties agreed to at the September 20, 2017 hearing of applications filed by both parties.

The landlord's 1 Month Notice stated that the landlord was seeking an end to this tenancy for cause because there had been a:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord entered into written evidence copies of notes sent to the tenant, as well as the manufactured home park's rules. The landlord essentially maintained that the tenant had failed to abide by the terms of their settlement agreement and had breached the terms of the park's rules.

Analysis

Based on the landlord's undisputed evidence, I am satisfied that the landlord had sufficient grounds to issue the 1 Month Notice and obtain an end to this tenancy for cause. The tenant has not made application pursuant to section 40(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 40(5) of the *Act*, the tenant's failure to take this action within ten days led to the end of this tenancy on

the corrected effective date of the notice. In this case, this required the tenant to vacate the premises by December 31, 2017. As that has not occurred, but the landlord has accepted a payment for use and occupancy of this manufactured home rental site that enables the tenant to remain on the site until February 28, 2018, I find that the landlord is entitled to an Order of Possession that takes effect by 1:00 p.m. on February 28, 2018. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the pad site by that date and time, the landlord may enforce this Order in the Supreme Court of British Columbia.

As the landlord has been successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

The landlord is provided with a formal copy of an Order of Possession effective by 1:00 p.m. on February 28, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary award in the amount of \$100.00 in the landlord's favour. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: February 22, 2018

Residential Tenancy Branch