



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PIRES MOBILE HOME PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On October 15, 2018, the Tenants submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) requesting to cancel a One-Month Notice to End Tenancy for Cause, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Tenants received a copy of the Notice of a Dispute Resolution Hearing from the Residential Tenancy Branch on October 15, 2018. The Tenant; however, did not attend the teleconference hearing set for this date at 11:00 a.m. The phone line remained open for 41 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord who indicated that they were ready to proceed and were given a full opportunity to have their testimony be heard. I have confirmed that the file audit records indicate that the Tenants did not make any attempt to cancel the hearing prior to the start. I have also confirmed that the date, time and codes for the teleconference were correct and that the only persons showing on the teleconference system was the Landlord and myself.

After keeping the phone line open for 41 minutes, I dismissed the Tenants’ Application without leave to reapply as the Tenants failed to attend the hearing to present the merits of their Application or, at the very least, cancel their scheduled hearing in advance of the hearing.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

As a result of dismissing the Tenants' Application, I must consider Section 48 of the Act and whether the Landlord is entitled to an Order of Possession.

Background and Evidence

The Landlord provided the following undisputed evidence:

The tenancy began approximately 22 years ago. The Tenants pay \$386.00 a month as a site fee.

The Landlord testified that he issued the One-Month Notice to End Tenancy for Cause, dated September 26, 2018 (the "Notice") to the Tenants, by personally serving it to them on September 26, 2018. The Notice provided a move-out date of October 31, 2018 and stated the reasons for the Notice were as follows:

- The Tenants have not done the required repairs of damage to the site.
- The Tenants breached a material term of the Tenancy Agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord stated that a previous hearing to cancel a Notice to End Tenancy was held in June 2018 and concluded with a Settlement Agreement where the Tenants agreed to reduce the vegetation on the home site and repair or remove the outbuildings in order to address the safety of the home park. The Landlord testified that the Tenants failed to comply with the terms of the Settlement Agreement, dated June 13, 2018, and therefore, he issued the Notice.

The Landlord stated that the Tenants are still occupying the manufactured home site and he is requesting an Order of Possession for December 15, 2018.

Analysis

Section 48 of the Act requires that when Tenants submit an Application for Dispute Resolution seeking to cancel a Notice to End Tenancy issued by a Landlord, I must

consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a Notice to End Tenancy that is compliant with the Act.

Section 45 of the Act requires that any Notice to End Tenancy issued by a Landlord must be signed and dated by the Landlord; give the address of the manufactured home site; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the Notice, issued by the Landlord on September 26, 2018 complies with the requirements set out in Section 45 of the Act.

The Tenants' Application has been dismissed and the Notice is compliant with the Act. As a result, I find the Landlord should be granted an Order of Possession, in accordance with Section 48 of the Act.

Conclusion

Pursuant to Section 48 of the Act, I grant the Landlord an Order of Possession to be effective on December 15, 2018 at 1:00 p.m. This Order should be served on the Tenants as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 22, 2018

Residential Tenancy Branch