



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee.

The landlord had initially made application by direct request which is processed by a non-participatory hearing. In an interim decision dated April 26, 2019, the adjudicator adjourned the hearing to a participatory hearing. The reason for the adjournment was that the tenancy agreement did not have the tenant's signature. The parties were required to attend in person to provide information regarding the tenancy agreement.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he did not file any evidence of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent, and the filing fee?

Background and Evidence

A tenancy agreement was filed into evidence. The tenant agreed that even though he had not signed the agreement, he had written his name on the agreement and accepted the terms of the agreement. The tenancy started on April 19, 2016. The landlord testified that the current monthly rent is \$568.45 due on the first of each month.

The landlord stated that the tenant had failed to pay rent for February, March and April 2019. The tenant argued that the reason for not paying rent for these months is that he had a verbal agreement with the previous manager of the mobile home park regarding payment of rent. The tenant testified that the previous manager had allowed him to skip paying rent until he sold his mobile home at which time he would catch up on all unpaid rent.

On April 03, 2019, the landlord served the tenant with a ten-day notice to end tenancy, in person. The tenant did not dispute the notice. The parties agreed that rent for February, March, April and June were not paid but rent for May 2019 was paid directly to the landlord by Social Services. The landlord testified that as of the date of this hearing (June 11, 2019), the tenant owed \$2,362.31 in unpaid rent.

The landlord is applying for an order of possession effective July 01, 2019 and for a monetary order in the amount of \$ 2,362.31 for unpaid rent plus \$100.00 for the recovery of the filing fee.

Analysis

Based on the sworn testimony of both parties and the documents filed into evidence by the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on April 03, 2019 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 39 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Manufactured Home Park Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy, on the date set out in the Notice. Pursuant to section 48(2), I am issuing a formal order of possession effective July 31, 2019. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord has established a claim of \$2,462.31 for unpaid rent and the filing fee. I grant the landlord an order under section 60 of the *Manufactured Home*

Park Tenancy Act for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The landlord agreed not to serve the tenant with the order of possession if he paid \$2,463.31 which includes all outstanding rent and the filing fee, by June 25, 2019.

Conclusion

I grant the landlord an order of possession effective **by 1:00 pm on July 31, 2019** and a monetary order in the amount of **\$2,462.31**.

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 11, 2019

Residential Tenancy Branch