



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREEN BAY LANDING INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 40; and
- authorization for the recovery of the filing fee from the landlord for this application pursuant to section 65.

Both parties attended the hearing. The parties gave affirmed testimony. The parties confirmed that they had exchanged their documentary evidence.

At the outset of the hearing, the issue of the timing of the tenant's application was canvassed. I have turned my mind to and note that section 40(4) of the *MHPTA* provides that a tenant who receives a notice to end tenancy for cause has 10 days to dispute the notice. Further, section 40(5) of the *MHPTA* confirms that failure to dispute the notice in the required time period results in the conclusive presumption that the tenant has accepted the tenancy ends on the effective date of the notice.

In this case, the tenant agreed and confirmed that the One Month Notice to End Tenancy for Cause was served and accepted by him on July 30, 2019. Furthermore, the tenant agreed and confirmed that they did not file an application to dispute the notice until August 19, 2019; 20 days after receiving the notice. Accordingly, I find that the tenant was outside of the legislated timeline to dispute the notice and are conclusively presumed to have accepted that the tenancy ended on the effective date of August 31, 2019. It is worth noting, that the tenant agreed that he did sublet the unit without receiving the landlords written authorization as required in their tenancy agreement. The tenant did not dispute the ground for which the landlord issued the notice; "*tenant has*

assigned or sublet the rental unit/site without landlords written consent”, but felt that ending the tenancy is unnecessary.

When a tenant’s application to cancel a notice to end the tenancy is dismissed and the notice complies with section 45 of the *MHPTA*, section 48 of the *MHPTA* requires that I grant an order of possession. I have examined the One Month Notice to End Tenancy for Cause dated July 30, 2019 with an effective date of August 31, 2019 and find that it complies with section 45 of the *MHPTA*. Therefore, I grant the landlord an order of possession pursuant to section 48 of the *MHPTA*. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia. The landlord advised that rent for the month of October was paid for use and occupancy only and that the tenancy was not reinstated.

As the tenant has not been successful in their application they are not entitled to the recovery of the filing fee; accordingly, I dismiss that portion of their application.

Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

The One Month Notice to End Tenancy for Cause dated July 30, 2019 is confirmed, it is of full effect and force. The tenancy is terminated. The landlord is granted an order of possession.

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: October 11, 2019

Residential Tenancy Branch