



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPR

Introduction

This hearing was convened in response to the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for Orders as follows:

- an order of possession for unpaid rent pursuant to section 48;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence submissions on file.

Issues

Is the landlord entitled to an order of possession for unpaid rent?

Background and Evidence

This manufactured home park tenancy began in June 2021 and the current monthly pad rent is \$550.00 payable on the 1st day of each month.

The landlord testified that on March 18, 2022 he served the tenant with the 10 day Notice to End Tenancy for unpaid rent by posting a copy to the door of the rental premises. A witnessed proof of service of this Notice was provided with the application.

The landlord testified that the tenant did not pay the outstanding amount of rent as indicated in the Notice within five days of service of the Notice and no rent has been paid since.

The tenant acknowledged receipt of the 10 Day Notice two days after it was posted to his door. The tenant argued that he always paid rent in cash and that the landlord

never issued rent receipts. The tenant acknowledged he is not up to date on rent payments and that there is 2-3 months of rent outstanding. The tenant testified that he has been withholding rent since the landlord reneged on an agreement to move a neighboring trailer that is attracting squatters off the property.

Analysis

I am satisfied that the tenant received the 10 Day Notice to End Tenancy on March 20, 2022, two days after it was posted.

Section 39 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Further, section 20 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. I find the tenant did not have a right under this Act to withhold rent.

I find that the 10 Day Notice issued by the landlord complies with the form and content requirements of Section 45 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 48 of the Act.

Conclusion

Pursuant to section 48 of the Act, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. 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.

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: September 02, 2022

Residential Tenancy Branch