

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 39 and 59 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 39 and 48 of the Act
- a Monetary Order for unpaid rent under section 60 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 65 of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

The Landlord served the Tenant via Registered Mail, sent on August 14, 2025. In accordance with section 82 of the Act I deem the Tenant served on August 19, 2025.

### **Issues to be Decided**

Should the 10 Day Notice to End Tenancy for Unpaid Rent be cancelled, or should the Landlord be granted an Order of Possession?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

### **Background and Evidence**

The Tenancy began on July 1, 2024. The Landlord confirmed that the Tenant was renting the mobile home pad only and that he had his own trailer to reside in.

Rent for the pad was \$900.00 per month.

The Landlord confirmed that a \$200.00 deposit was paid at the onset of the Tenancy and that he still holds this.

On August 2, 2025, a 10-Day Notice to End Tenancy for Unpaid Rent was posted on the Tenant's door, indicating that there was \$900.00 in unpaid rent.

On August 11, 2025, the Tenant applied to dispute the Notice, and the Landlord applied for an Order of Possession and a Monetary Order.

The Tenant did not attend the hearing. The Landlord advised that the Tenant moved out on August 15, 2025. However, \$900.00 in unpaid rent remained outstanding.

## **Analysis**

### **Should the Landlord be granted an Order of Possession?**

As the Tenant has moved out, this issue is now moot.

The Landlord's application for an Order of Possession is dismissed, without leave to reapply.

The Tenant's application for cancellation of the Notice to End Tenancy is dismissed, without leave to reapply.

### **Is the Landlord entitled to a Monetary Order for unpaid rent?**

The Landlord is requesting \$900.00 in compensation for the amount indicated as unpaid rent in the Notice to End Tenancy.

Section 60 of the Act states that if damage or loss results from a party not complying with this Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that there is no evidence to dispute the fact that \$900.00 in rent remains unpaid.

At the commencement of the tenancy, the Tenant paid the Landlord a security deposit of \$200.00. Although the Manufactured Home Park Tenancy Act (MHPTA) does not permit a security deposit to be required, the Landlord is nevertheless in possession of one. Given that the Landlord currently holds this amount and rent is owing, I find it appropriate to allow the Landlord to retain the \$200.00 as partial payment toward the outstanding rent.

Therefore, in accordance with section 60 of the Act, I grant the Landlord a monetary order in the amount of \$700.00 for unpaid rent.

**Is the Landlord entitled to recover the filing fee for this application from the Tenant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 65 of the Act.

## **Conclusion**

I grant the Landlord a Monetary Order in the amount of \$800.00 for unpaid rent under section 60 of the Act, and recovery of the filing fee under section 65 of the Act.

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: September 9, 2025

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Residential Tenancy Branch