



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNR, FF

Introduction

This hearing dealt with an application by the tenant for an order to cancel the notice to end tenancy for unpaid rent, pursuant to Section 39 of the *Manufactured Home Park Tenancy Act*. The tenant also applied to recover the filing fee pursuant to Section 65.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues

Does the landlord have cause to end tenancy? Is the tenant entitled to recover the filing fee?

Background and Evidence

The tenant testified that the tenants had entered into a rent to own agreement in July 2003 for a term of 63 months ending on August 01, 2008. During the term the tenants paid an amount of \$443.00 which included pad rental, insurance and taxes. The tenants fulfilled the terms of the agreement and became the new owners as of August 01, 2008. The title was transferred to the tenants' names on September 01, 2008. Due to some misunderstanding, the tenant did not enter into a tenancy agreement with the owner of the manufactured home park, to rent the pad and continued to deposit \$235.00 as pad rent, into the bank account of the landlord. The landlord stated that the tenant assumed that the prior arrangements would continue after the tenant became the owner of the mobile unit and refused to enter into a new agreement. Since the tenant did not pay the entire rental amount, the landlord issued a ten day notice to end tenancy.

During the hearing the landlord and tenant agreed to settle their dispute. Pursuant to Section 56 of the *Manufactured Home Park Tenancy Act* the following is a record of the terms of the settlement:

1. Both parties will enter into a tenancy agreement for a fixed term ending on December 31, 2009.
2. The tenant will pay a monthly rent of \$300.00.
3. The tenant will pay the landlord arrears of rent in the amount of \$260.00 on or before January 01, 2009.

Both parties recognize that the terms of the above settlement are binding on both parties.

Analysis

Section 56 states that the director may offer the parties an opportunity to settle their dispute. Both parties agreed to settle their dispute and reached a mutual agreement to let the tenancy continue on the above terms. The tenant must bear the cost of filing this application.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue, according to the terms of the settlement.

Dated December 23, 2008.

Dispute Resolution Officer