

Decision

Dispute Codes:

CNC

FF

Introduction

I have been delegated the authority under Section 9.1 of the *Manufactured Home Park Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This Dispute Resolution Hearing was convened to deal with an Application by the Tenant to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 1, 2008, and to recover the filing fee for the cost of this application.

Issue(s) to be Decided

The Tenant applied under section 40(4) of the Act to cancel the Notice to End Tenancy for Cause, and under section 65(1) of the Act to recover the \$50.00 filing fee for this application from the Landlord.

Preliminary Matters

Both of the parties attended the Hearing and reached an agreement with respect to terms of settlement of this matter.

The Landlord agreed that the Tenant is in arrears for the sum of \$1,180.00, and not the sum of \$2,065.00 as alleged in the Notice to End Tenancy.

The terms that were agreed upon at the hearing are as follows:

- The Tenant will pay to the Landlord the sum of \$1,180.00, in full and final payment of rental arrears for the months of October, November, and December, 2008, and January, 2009;
- This payment, together with \$295.00 for February, 2009 rent, will be delivered to the caretaker, KB, at manufactured home site #11, no later than February 1, 2009;
- The Landlord, or his agent, will provide the Tenant with a receipt for the payment of the arrears and February's rent.
- If the Tenant fails to make the above payments to the Landlord by February 1, 2009, the Landlord may serve the Tenant with an immediate Order of Possession.

Conclusion

I grant the Landlord a monetary order under section 60 of the *Act* for \$1,180.00. The Landlord has agreed not to enforce the Order if the Tenant complies with the terms of their agreement as set out above. In the event that the Tenant does not comply with the terms of the agreement as set out above, this order may be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

I grant the Landlord an immediate Order of Possession. The Landlord has agreed not to enforce the Order if the Tenant complies with the terms of their agreement as set out above. In the event that the Tenant does not comply with the terms of the agreement as set out above, this Order may be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

January 16, 2009
