

Decision

Dispute Codes:

MNCD MNR MNSD OPR 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 Landlord for: an Order of Possession; a monetary order for unpaid rent and damage or loss under the Act; and to recover the filing fee from the Tenant for the cost of this application.

Preliminary Matters

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

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

- The Tenant will pay to the Landlord the sum of \$2,229.00, in full and final satisfaction of monies owed to the Landlord for: rental arrears for the months of December, 2008 and January and February, 2009; late fees; and the cost of filing the Landlord’s application. This payment will be made by certified cheque or money order.
- The Tenant will deliver this payment to the Landlord no later than 5:00 p.m. on February 14, 2009.

- If the Tenant fails to make the above payments to the Landlord by 5:00 p.m. on February 14, 2009, the Landlord may serve the Tenant with an immediate Order of Possession.
- If the Tenant fails to make the above payment to the Landlord by 5:00 p.m. on February 14, 2009, the Landlord may serve the Tenant with a monetary order as set out in my conclusion below.

I order that, in the event the Tenant does not make the above payment to the Landlord by 5:00 p.m. on February 14, 2009, the Landlord may retain the security deposit of \$325.00, together with accrued interest in the amount of \$10.72 in partial satisfaction of the claim leaving a balance due to the Landlord of \$1,893.28.

Conclusion

I grant the Landlord a monetary order under section 67 of the *Act* for \$1,893.28. 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.

February 11, 2009
