

DECISION AND REASONS

Dispute Codes:

OPC, OPB, CNC, FF

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Manufactured Home Park Tenancy Act*.

The landlord served the tenant with a one month notice to end tenancy for cause on April 18, 2009. The landlord applied for an order of possession and a monetary order to recover the filing fee.

The tenant applied for an order to set aside the notice to end tenancy and for a monetary order to recover the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started on March 01, 2006. The landlord stated that the tenant repeatedly broke the park rules regarding dogs, noise disturbances and trespassing. The landlord also received several complaints from the other tenants of the home park regarding fights, use of bad language, bullying and verbal threats made by the tenant's son (RJ). The tenants stated that they feared for their safety and for the safety of their children.

The reasons cited for the notice to end tenancy include that the tenant has significantly disturbed other tenants, jeopardised their health and safety, adversely affected their quiet enjoyment and jeopardised their lawful rights. The tenant has not done the required repairs and has sublet without the landlord's permission.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties confirmed that they had reached an agreement to settle these matters. The landlord agreed to withdraw his application for an order of possession and allow the tenancy to continue, on the following conditions:

1. The tenant RJ will not have any contact with any other tenant or visitor to the Park property.
2. RJ will not trespass on any other tenant's property and his movements will be limited to the tenant's premises and the public road leading to the dumpster, the burn pile and the mail box.
3. The tenant's daughter SA will move out by May 31, 2009 and is not permitted onto the park property with out the authorization of the landlord.
4. The tenant will install a chain link fence on or before June 05, 2009, failing which the tenant will remove her dogs from the Park property.
5. A breach of the above terms and conditions will result in immediate eviction (24 hours) of RJ from the Park property and a notice to end tenancy to the tenant.



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6. The parties will exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

The terms and conditions of the above agreement are binding on both parties.

Conclusion

The parties came to an agreement. The notice to end tenancy is set aside and the tenancy will continue as per the terms of the agreement.

Dated May 29, 2009.

Dispute Resolution Officer