

## **Decision**

**Dispute Codes:** MT, CNC, FF

### **Introduction**

This hearing dealt with an application by the tenant for more time to make an application to cancel a notice to end tenancy, cancellation of a notice to end tenancy for cause, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to any of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2005. Rent in the amount of \$255.00 is payable in advance on the first day of each month.

Arising from miscellaneous concerns about the condition of the tenant's manufactured home, the landlord(s) issued a 1 month notice to end tenancy for cause dated April 1, 2010. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are as follows:

Tenant has not done required repairs of damage to the unit / site

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Pursuant to provisions set out in section 83 of the Act, the notice was deemed to be received by the tenant on the third day after April 1, 2010 (April 4, 2010). Pursuant to section 40(4) of the Act, the tenant had 10 days after receipt of the notice to make an

application for dispute resolution (not later than April 14, 2010). However, the tenant's application was made outside of the 10 day period on April 20, 2010.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 56 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will remove the subject manufactured home from the manufactured home site by not later than 1:00 p.m., Tuesday, August 31, 2010, and that an order of possession will be issued in favour of the landlord(s) to that effect;
- that in the meantime, the tenant will ensure that the water and the electrical supply to the manufactured home is shut off;
- that the full amount of rent continues to be due and payable according to the terms of the tenancy agreement;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties, which are currently before me.

The parties agreed to resume a dialogue which was previously begun outside of the hearing in relation to the continuation of a landlord – tenant relationship. In summary, a generally positive relationship has existed between the parties and a principal concern

of the landlord(s) is that any manufactured home located on the site in future needs to meet CSA standards, be insurable and, indeed, be insured.

### **Conclusion**

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord(s) effective not later than **1:00 p.m., Tuesday, August 31, 2010**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As the tenant was not successful in his application for more time to make an application to cancel a notice to end tenancy, or cancellation of the 1 month notice to end tenancy for cause, the tenant's application to recover the filing fee is hereby dismissed.

**DATE: June 9, 2010**

---

Dispute Resolution Officer