

Decision

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy. Both parties participated in the hearing and gave affirmed testimony.

Issue to be decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2007. Base monthly rent is \$654.00. Arising from various concerns about the appearance of the manufactured home and the manufactured home site, the landlord issued a 1 month notice to end tenancy for cause dated April 29, 2010. The reason shown on the notice for its issuance is as follows:

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

During the hearing the parties discussed the current state of work being completed and work still requiring completion, and undertook to achieve a resolution of the dispute.

Analysis

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 undertakes to have the following tasks fully completed by no later than midnight, Saturday, July 31, 2010:

- i) installation of all siding on the manufactured home, including the deck enclosure (addition);
 - ii) installation of all skirting around the manufactured home, including the deck enclosure (addition);
 - iii) removal and / or storage out-of-sight of all refuse, debris and other objects from on or around the subject manufactured home site including, but not limited to, “old furniture, product containers, empty containers, lumber, plywood, concrete block, mattress under poly, panels, large plastic objects, a watering can, a discarded hot water tank...”
- that in exchange for the tenant’s undertaking, as above, the landlord waives entitlement at this hearing to an oral request for an order of possession;
 - that in consideration of all the above, the tenancy presently continues in full force and effect.

Conclusion

Pursuant to the above agreement reached between the parties during the hearing, the landlord’s notice to end tenancy is hereby cancelled, and the tenancy continues in full force and effect.

DATE: June 21, 2010

Dispute Resolution Officer