

## **Decision**

**Dispute Codes:** MT, CNC, MNDC, OLC, 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 / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to comply with the Act, regulation or tenancy agreement / 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 or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on or about May 1, 2002. Currently, pad rent in the amount of \$180.00 is payable in advance on the first day of each month.

The landlord issued a 1 month notice to end tenancy for cause dated June 10, 2010. Subsequently, the tenant filed an application to dispute the notice on June 18, 2010, which is within the 10 day period allowed pursuant to the Act. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is July 31, 2010. Reasons shown on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed another occupant or the landlord

seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

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

At the start of the hearing the landlord confirmed the wish to obtain an order of possession should the tenant's application to cancel the notice to end tenancy fail.

Further to having the notice set aside, in his application the tenant seeks compensation for a breach of the right to quiet enjoyment. Additionally, the tenant seeks to have an order instructing the landlord to hook up electrical boxes which have now been installed, to provide lighting in the manufactured home park, and to stack snow in a way during winter which does not impede / restrict his full use of the pad.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding aspects of their recurring disputes, 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 withdraws all aspects of his current application;
- that the landlord withdraws the current request for an order of possession;

- that, bearing in mind the long-standing nature of this tenancy and the good intentions of both parties, moving forward the parties will do their best to uncover ways to establish and maintain a *positive & respectful & constructive* landlord – tenant relationship.

### **Conclusion**

Pursuant to the agreement reached between the parties during the hearing, the notice to end tenancy is set aside, with the effect that the tenancy presently continues in full force and effect.

All other aspects of the tenant's application are withdrawn.

DATE: August 12, 2010

---

Dispute Resolution Officer