

## **Decision**

**Dispute Codes:** CNC, MNR, MNDC, RR, FF

### **Introduction**

This hearing dealt with an application by the tenants for cancellation of a notice to end tenancy for cause / a monetary order as compensation for the cost of emergency repairs / compensation for damage or loss under the Act, regulation or tenancy agreement / authority to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenants are entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

A copy of the tenancy agreement is not in evidence for the tenancy which began on or about August 9, 2000. Monthly rent for the manufactured home site is \$260.00.

The landlord is the owner / manager of the manufactured home park. With the landlord's consent, the tenant, who is the owner of the manufactured home, sub-let the manufactured home beginning in approximately September 2002. The current sub-letting tenant was not present at the hearing.

Arising from a range of concerns, the landlord issued a 1 month notice to end tenancy for cause dated February 8, 2011. A copy of the notice is not in evidence. The parties appear to agree that the notice was mailed on February 10, 2011 by way of registered mail. The tenants testified that they took delivery of the notice on February 14, 2011. The tenants then filed their application for dispute resolution on February 24, 2011.

Matters in dispute arise mainly in relation to plumbing / septic. During the hearing the parties undertook in earnest to take constructive steps toward achieving a resolution.

### **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 preliminary resolution. Specifically, it was agreed as follows:

- that the tenants withdraw the main thrust of their application for compensation but reserve the option to reapply;
- that the landlord consents that the notice to end tenancy will be set aside such that, for the present time, the tenancy continues in full force and effect;
- that the tenants undertake to hire a plumber to assess the plumbing in the subject unit as soon as practically possible;
- that the tenants will send a copy of the plumber's assessment to the landlord by way of regular mail as soon as it is available;
- that the parties will meet together on Saturday, March 26, 2011 at 10:30 a.m. at the landlord's office;
- that the tenants undertake to have the sub-letting tenant present for at least a portion of the above meeting;
- that at the above meeting the parties will review the plumber's assessment, and discuss the plumbing / septic in addition to any other problems associated with the tenancy, and attempt to reach agreement around constructive and practical solutions.

### **Conclusion**

The notice to end tenancy is hereby set aside.

As the parties achieved a preliminary resolution of the dispute, I find that the tenants have established entitlement to recovery of \$50.00 which is half the filing fee. I hereby order that the tenants may withhold this amount from the next regular payment of rent.

The remaining aspects of the tenants' application are hereby dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Residential Tenancy Act*.

DATE: March 9, 2011

---

Residential Tenancy Branch