



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNR, OLC, FF

### Introduction

This hearing was scheduled to deal with the tenants' application to cancel a Notice to End Tenancy for unpaid rent and Orders for compliance with the Act, regulations or tenancy agreement. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

At the commencement of the hearing I noted that the tenants had not provided the Residential Tenancy Branch with a copy of the Notice to End Tenancy. The landlord stated the tenants had not served a copy upon the landlord either. I informed the tenants of their obligation to ensure full particulars are provided with their application. Where a Notice to End Tenancy is under dispute I cannot imagine a document more relevant to an application to cancel it.

I was prepared to dismiss the application; however, the parties indicated a willingness to resolve their dispute. The remainder of this decision pertains to the mutual agreement reached between the parties.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

During the hearing the parties agreed to the following terms:

1. That the Notice to End Tenancy issued to the tenants on January 12, 2011 will be withdrawn by mutual agreement and the tenants will be permitted continued occupation of the rental site under a new tenancy agreement.

2. In the next few days the landlord will present the tenants with a new tenancy agreement to replace the current agreement. The landlord will present two original tenancy agreements for signature and all parties will sign both tenancy agreements. The tenants will then keep one copy for their records and the landlord will retain the other copy.
3. The new tenancy agreement will be in the same format as presented to the tenants on February 9, 2011. The new tenancy agreement will commence March 1, 2011 and reflect, among other terms:
  - a. the monthly rent shall be \$410.00;
  - b. a provision for late fees and NSF fees of up to \$25.00 each; and,
  - c. that rent does not include sewer or water and that the tenants will pay sewer and water charges to the landlord on a quarterly basis.
4. The landlord will provide the tenants with a site plan showing the boundaries of the site.
5. The tenants will pay the landlord arrears of \$461.72 no later than 30 days from today's date.

### Analysis

I accept the mutual agreement reached between the parties and make the terms an order to be binding upon the parties.

As it was clear to me that the parties may have other concerns pertaining to the tenancy and operation of the park, I encouraged the parties to communicate with each other, in writing, with a view to resolving any future disputes.

The landlord is also informed that any person acting on behalf of the landlord must act in accordance with the requirements of the Act, regulations or tenancy agreement.

### Conclusion

This dispute was resolved by mutual agreement in accordance with the terms recorded in this decision.

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

Dated: March 01, 2011.

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Residential Tenancy Branch