



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MNDC, OLC, RP, RR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, and for an order directing the landlord to carry out repairs, comply with the *Act* and reduce rent. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord negligent with regard to repairs? Is the tenant entitled to a reduced rent?

Background and Evidence

The tenancy began in 2002. The tenants rent a pad from the landlord and live in a mobile home that they own.

The male tenant started making additions to the mobile home but could not complete the work due to health and financial reasons. In a letter dated June 09, 2010, the landlord requested the tenant to complete the additions and carry out some clean up of the yard. As of May 2011, the work was only partially done and therefore on May 25, 2011, the landlord served the tenant with a notice to end tenancy.

During the hearing the above issues were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 56 of the *Manufactured Home Park Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to tidy up the back yard as per the notice served on the tenant on June 09, 2010.
2. The tenant agreed to finish and paint the new additions to the trailer.
3. The tenant agreed to cut the roofline.
4. The tenant agreed to complete the above tasks no later than September 30, 2011.
5. Both parties stated that they understood and agreed to the terms of the above agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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*.

Dated: June 21, 2011.

Residential Tenancy Branch