



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes:

OLC; ERP; PSF; LRE; AAT

Introduction

This matter was scheduled to hear the Tenant's application under Sections 24, 55(3), and 63 of the Manufactured Home Park Tenancy Act (the "Act") for Orders: that the Landlord comply with the Act, regulation or tenancy agreement; that the Landlord make emergency repairs to the unit, site or property; that the Landlord provide services or facilities required by law; suspending or setting conditions on the Landlord's right to enter the rental unit; and allowing the Tenant access to or from the unit or site for the Tenant or the Tenant's guests.

The Hearing began on December 7, 2011, during which time the parties turned their minds to reaching a settlement agreement. There was insufficient time to complete their negotiations on December 7, 2011, and the matter was adjourned to December 20, 2011, to be held in person at the Victoria Residential Tenancy Branch office. An Interim Decision was rendered on December 7, 2011, which should be read in conjunction with this document.

This tenancy began approximately 10 years ago. There is no written tenancy agreement. The Tenant's home sits on land that is zoned "A" for agricultural land and is currently viewed by the municipality as a non-conforming manufactured home park. The Landlord inherited the tenancy in August, 2011, from the previous landlord pursuant to a foreclosure proceeding, but has been collecting rents from the Tenant since May or June, 2011. The parcel of land on which the Tenant's home sits is approximately 2.5 acres. Monthly rent is \$150.00.

SETTLEMENT AGREEMENT

The parties reached an agreement to settle this matter. Pursuant to the provisions of Section 56 of the Act, and at the request of the parties, I have recorded the terms of settlement below:

1. The site on which the Tenant's home is situated was defined by the parties. The boundaries are: running parallel from the northern wall of the Tenant's home to the power pole (approximately 10 feet); from the eastern wall of the Tenant's home to the TransCanada Highway; running parallel from the southern wall of

the addition to the Tenant's home to 30 feet; and from the western wall of the Tenant's home to the secondary roadway that gives access to his home.

2. The Tenant may place gravel on the site in order to store his car.
3. The Tenant will continue to have access to the fruit trees on the remainder of the 2.25 acre property.
4. The parties agree that the Tenant's oil tank must be removed from the property. The Landlord will provide the Tenant with written demand to remove the oil tank by the end of the business day, December 21, 2011. The Tenant will submit the Landlord's demand letter, together with the Oil Storage Tank Inspection Form to the Ministry by 4:30 p.m. on December 22, 2011. The Tenant will provide the Ministry with three quotes for the cost of removing the oil tank by 4:30 p.m., December 23, 2011.
5. The Tenant will remove the 5th wheel that is currently parked on the property by the end of the day on January 15, 2012.

Dated: December 21, 2011.

Residential Tenancy Branch