



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN THE PARTIES**

Dispute Codes      AAT, CNC, MNDC, OLC, RP, O, FF

### Introduction

This hearing was convened by way of conference call in repose to the tenants application for an Order to allow the tenants access to or from the site for the tenants or the tenants guests; to cancel a Notice to End Tenancy for Cause; for a Monetary Order for money owed or compensation for damage or loss under the *Manufactured Home Park Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to comply with the *Act*; for an Order for the landlord to make repairs to the unit, site or property; other issues; and to recover the filing fee from the landlord for the cost of this application.

The tenants and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing.

Through the course of the hearing the landlord and the tenants came to an agreement in settlement of the tenants' application. The landlords witness was asked by the landlord to give his statement concerning property lines and the Regional District set back land and this statement was taken into consideration when the parties reached their agreement.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlord and tenants will go over the tenancy agreement already in place to ensure it there is a duplicate copy in place for each party. If there are any discrepancies in these documents they will be amended and initialled by both parties. Both parties will ensure the tenancy agreement is signed.
- The tenants agree to use the back entrance for limited access to and from their mobile home.
- The tenants agree that the five foot Regional District set back area of land is not included in their rent for their site and is for maintenance; emergency exit of the home; limited access to and from the home; and for ease of manoeuvring if the trailer was to be moved in the future.
- The tenants agree that the neighbour residing on site number 22 maintains the Regional District set back portion of land
- The tenants agree to resolve issues with neighbours to help create amicable living conditions unless any issues with neighbours fall within the landlord's responsibility under the *Act*.
- The tenants agree to provide the landlord with 11 post-dated cheques
- The landlord and the neighbouring tenant (the witness) agree that the post on the boundary line will be moved two feet into the neighbour's site. The neighbour does not forfeit the use of this two foot area.

- The landlord agrees to withdraw the One Month Notice to End Tenancy for cause dated December 11, 2011.

### Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Dispute Resolution Officer pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenants' application.

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: January 06, 2012.

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Residential Tenancy Branch