



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OLC, RP, FF

Introduction

This hearing was held in response to the tenant's Application requesting a 1 Month Notice to End Tenancy for Cause be cancelled, that the landlord be Ordered to comply with the Act, that repairs be made and to recover the filing fee cost from the landlord.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

The landlord stated that the tenant was served the 32 page evidence submission sent via registered mail. The landlord could not locate the information relating to service and the tenant had not received the landlord's evidence. The tenant said she had not checked her mail during the past week. The evidence package was reviewed with the tenant and she determined that the hearing could proceed, with reference to the evidence. The tenant was familiar with the documents and indicated she wished to reach a conclusion on this matter

The tenant indicated several matters of dispute on her application and confirmed that the main issue to deal with during this proceeding is the Notice to End Tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application were sufficiently related to the main issue to be dealt with together. Therefore, I dealt with the tenant's request to set aside or cancel the Notice to End Tenancy for Cause and I dismissed the balance of the tenant's claim with liberty to re-apply.

Issue(s) to be Decided

Should a 1 Month Notice to End Tenancy for Cause issued on August 2, 2012, be cancelled?

Is the tenant entitled to filing fee costs?

Background and Evidence

This tenancy commenced approximately seventeen years ago. The tenant lives in an older model manufactured home and rents the site for \$370.00 per month, due on the first day of each month.

Mutually Settled Agreement

The parties agreed to the following terms:

- The tenant will complete one of two options:
 - a) Completely replace the siding around her manufactured home; paint the siding; remove the wood deck that is outside of her sliding glass door; or
 - b) Provide the landlord with proof that she has successfully negotiated the purchase of a new manufactured home and proof that delivery of the home will be made.

One of these 2 options will be completed no later than December 31, 2012.

If the tenant fails to achieve one of the 2 agreed-upon options by December 31, 2012, the landlord will serve the tenant an Order of possession, which has been issued as part of this mutual agreement. The landlord confirmed that if the tenant has provided irrefutable proof that a new home is in the process of delivery, but that delivery cannot be completed by December 31, 2012, he will not serve the Order of possession.

Finding – Pursuant to section 56(2) of the Act

If the tenant is unsuccessful in her attempt to purchase and move a new home onto the site and she completes option a) no later than December 31, 2012, I find that the Order of possession is of no force and effect.

If the tenant provides the landlord with irrefutable proof that a new home purchase has been negotiated and that delivery has been arranged and confirmed with the landlord; the Order of possession will be of no force and effect.

Conclusion

The parties reached a mutual agreement on action that is required by the tenant; as set out above.

By mutual agreement the landlord has been granted an Order of possession that is effective no earlier than **December 31, 2012**. The Order of possession may not be served to the tenant unless one of the 2 agreed-upon options is completed as set out above.

Based on the mutually settled agreement I have made Orders in support of the terms of the agreement.

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: September 13, 2012.

Residential Tenancy Branch