



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, AS, FF, O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a notice to end tenancy for cause issued on August 23, 2012, for a monetary order for money owed or compensation, and to allow a tenant to assign or sublet.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary Issue

In this case, the tenant has checked off several items on the application for dispute resolution, however, the tenant has failed to provide the full particulars of the dispute that is to be subject at today's hearing. As a result the only issue that proceeded at today's hearing is the application to cancel a notice to end tenancy for cause issued on August 23, 2012.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

- 1) The parties agreed the tenant is no longer residing in the manufactured home.
- 2) The parties agreed the tenant will continue to pay site rent "for the use and occupancy only" this is to give the tenant an opportunity to sale the manufactured home.
- 3) The tenant agreed she will not reside on the rental site, but is allowed to attend the site to maintenance the unit and site as required by the park rules that were grandfathered in 2004.
- 4) The tenant is to have the manufactured home listed with a multiple listing service ("MLS") and make all reasonable efforts to sale the manufactured home by December 31, 2012, this includes the possibility of rent to own purchase contract, which is required to be legally completed and filed with land titles.
- 5) This settlement agreement will be extended up to August 31, 2013, as long as the manufactured home is listed on MLS and the tenant is paying rent and

maintaining the site as required. The parties agreed the landlord is entitled to an order of possession effective August 31, 2013.

- 6) The tenant when on site will not interfere with the landlord's right to conduct business and will not interfere or disturb other tenants.
- 7) The parties agreed to correspond by email. This excludes any emergencies by either party.

This settlement agreement was reached in accordance with section 56 of the *Manufactured Home Part Tenancy Act*.

Conclusion

As a result of the settlement agreement, I find that the landlord is entitled to an order of possession effective August 31, 2013.

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 Part Tenancy Act*.

Dated: October 09, 2012.

Residential Tenancy Branch