



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR OLC

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “*Act*”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause, to cancel a 10 Day Notice for Unpaid Rent, and for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement.

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 to me.

Background and Evidence

The parties agreed that a month to month tenancy began on March 19, 2003. The parties agree that rent is now \$299.61 per month, due on the **first day** of each month.

The parties agree that rent was late on the following dates:

- April 3, 2012
- June 3, 2012
- July 5, 2012
- August 2, 2012
- October 1 and 11th, 2012 (rent paid in 2 installments)

Settlement Agreement

Section 56 of the *Act*, states:

Opportunity to settle dispute

56 (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the landlord and the tenant was reached. Both parties agree on the following terms:

1. The tenant acknowledges that rent is due on or before the first day of each month and that any future late payments will result in the landlord serving another 1 Month Notice to End Tenancy for Cause (the "Notice") on the tenant.
2. The parties agree that rent has been late and that those dates listed above may be used in a future arbitration hearing, if necessary, and that by agreeing to settle this matter, the landlord is not waiving her rights to issue a Notice for repeated late payments in the future.
3. The tenant will pay the landlord \$30.00 in late fees comprised of \$15.00 for a July 2012 late fee and \$15.00 for October 2012 late fee, on or before **November 19, 2012 by 4:00 p.m.**
4. The landlord will issue a receipt for the tenant once the \$30.00 has been paid.
5. The landlord will be granted a monetary order in the amount of \$30.00, which the landlord will only enforce after November 20, 2012, should the tenant fail to pay the agreed upon amount.
6. The tenant withdraws his application in full as part of this settlement agreement.
7. The tenancy will continue until ended in accordance with the *Act*.

This decision is made in accordance with section 56 of the *Act*.

Conclusion

Based on the mutual agreement described above, I grant the landlord a monetary order pursuant to section 60 of the *Act* in the amount of \$30.00, which will be of no force of effect if the payment is made by the tenant to the landlord on or before November 19, 2012 at 4:00 p.m. If the tenant does not make the payment, the landlord must serve the tenant with the order. The order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: November 16, 2012

Residential Tenancy Branch