



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC CNR

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Manufactured Home Park Tenancy Act*. (the "Act"). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and to cancel a Notice to End Tenancy for Cause.

The applicant RL, a witness for the applicant who was also the Executor of the Will of tenant CK, and an agent for landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord confirmed receiving the evidence package from the tenant and had the opportunity to review it prior to the hearing. Although the landlord served her evidence late, the tenant accepted the evidence as he had the opportunity to review it. As a result, all of the evidence was admitted as part of the hearing.

### Preliminary and Procedural Matters

During the hearing, the parties agreed to amend the application to include the Estate of CK. As a result of the agreement of the parties, the Estate of CK was added as an applicant to this dispute application.

The matter of jurisdiction was raised during the hearing and the parties agreed that the ownership of the manufactured home is in the process of probate. That court will determine the ownership of the manufactured home, however, the landlord agrees there is a tenancy between the applicant and the manufactured home park for the rental of the site in dispute. As a result, I find I have jurisdiction to hear this matter under the *Act*. I will refer to the applicant, RL, and the Estate of CK as the tenants for the remainder of this decision.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

- 1) The tenancy will continue if the payments described below are paid by the tenants.
- 2) The parties agree that the tenants owe the landlord **\$5,608.00** comprised of unpaid site rent and late fees.
- 3) The tenants agree to a repayment schedule comprised of **\$150.00** extra each month to be paid on the 1<sup>st</sup> day of each month, until the full amount of \$5,608.00 has been paid. The first repayment amount of \$150.00 is to begin on **January 1, 2013**.
- 4) The site rent for December 1, 2012, which the tenants confirm was not paid, is owing in the amount of \$303.00 and is included in the amount of \$5,608.00 and must be paid by **December 8, 2012**.
- 5) The parties agree that the currently monthly rent is \$303.00 and is to be paid on the 1<sup>st</sup> day of each month in addition to the extra \$150.00 as indicated in #3 above.
- 6) The landlord is granted a monetary order pursuant to section 60 of the *Act* in the amount of **\$5,608.00**, which will be of no force or effect if the amount owing is paid in accordance with #3 above until fully paid.
- 7) The landlord agrees to issue 2 receipts to the tenants per month, one for the monthly rent, and the other receipt for the repayment amount so that an accurate accounting can be made as to the payments by the tenants.
- 8) The tenant withdraws his application as part of this mutually settled agreement and the parties agree to cancel the Notices dated November 2, 2012 served on the tenant.

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

### Conclusion

I grant the landlord a monetary order in the amount of **\$5,608.00**, which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

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: December 17, 2012

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Residential Tenancy Branch