



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, FF, O

Introduction

This hearing which had been rescheduled a number of times dealt with applications from both the landlord and the tenants under the *Manufactured Home Park Tenancy Act* (the *Act*). The tenants applied for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 59;
- cancellation of the landlord's 1 Month Notice pursuant to section 40; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 65.

The landlord applied for:

- Other remedies, identified by the landlord's articulated student in the Details of the Dispute in the landlord's application for dispute resolution, as follows:

The Landlord seeks an order declaring that no tenancy agreement exists and that the provisions of the Manufactured Home Park Act do not apply.

Both parties attended the hearing, represented by counsel, and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues in dispute with one another. Both parties agreed that the notice to end this tenancy was issued by the landlord by way of a July 26, 2012 letter, requesting that the tenants vacate the RV Park and Campground by August 31, 2012. Both parties agreed that the landlord did not issue any Notice to End Tenancy on the approved Residential Tenancy Branch (RTB) forms as required by the *Act*.

The landlord's office manager confirmed that the tenants handed him a copy of their original dispute resolution hearing package on or about August 25, 2012. The tenants' legal representatives confirmed that the landlord served them with a copy of the landlord's dispute resolution hearing package on December 12, 2012. Both parties' counsels agreed that they had exchanged all of their written evidence with one another in advance of this hearing and had been given an adequate opportunity to review one another's submissions. I am satisfied that the parties have exchanged their dispute resolution hearing packages and written evidence packages with one another in accordance with the *Act*.

At the hearing, the landlord's counsel made an oral request for an Order of Possession in the event that there was a finding that the *Act* did apply to this tenancy and the tenant's application were dismissed. I advised the parties that as the parties agreed that no Notice to End Tenancy had been issued by the landlord on the approved Residential Tenancy Branch (RTB) forms as required by the *Act*, I could not consider the landlord's oral request for an Order of Possession, even if the tenant's application were dismissed.

Issues(s) to be Decided

Is the relationship between the parties one that falls within the *Manufactured Home Park Tenancy Act*? If so, has the landlord issued a notice to end this tenancy in accordance with the *Act*? Should the tenancy continue?

Background and Evidence

The female tenant testified that she first took residency in this RV Park and Campground at a different site on or about September 28, 2004. By December 2, 2005, both tenants were living at this site where the male tenant's recreational vehicle has remained as their principal residence. The parties agreed that the tenants pay \$449.00 in monthly pad rental for this site plus sales tax. The parties entered into written evidence a copy of the December 2, 2005 Registration for R.V. Site, which forms the basis for the tenants' occupancy of this site in the RV Park and Campground.

The landlord entered written evidence with respect to the behaviours allegedly exhibited by the female tenant that gave rise to the landlord's July 26, 2012 requirement that the tenants vacate the premises. The landlord also had available a number of witnesses, some of which were residents, to provide sworn testimony regarding these behaviours at this hearing, had such testimony been necessary. As the landlord's counsel confirmed that no 1 Month Notice had been issued to the tenants, there was no need to consider this evidence.

The principal issue outlined in considerable detail in the written submissions of the legal representatives of both parties was directed at whether or not this was a tenancy under the meaning of the *Act*.

Analysis

Pursuant to section 56 of the *Act*, the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties and their respective counsels engaged in a conversation, turned

their minds to compromise and worked diligently to achieve a resolution of their dispute to the satisfaction of all parties.

All parties agreed to a resolution of the issues in dispute under the following terms:

1. All parties and their counsel agreed that the *Manufactured Home Park Tenancy Act* applies to this tenancy for all purposes until May 1, 2013.
2. All parties agreed that the joint tenancy to Mr. GB and Ms. MC will end by May 1, 2013, by which time Ms. Cunningham will have vacated the rental premises.
3. All parties agreed that between the date of this settlement agreement and the end of this joint tenancy (i.e., May 1, 2013) that the landlord may issue a notice to end tenancy for cause under the *Act* if the landlord receives two or more unsolicited complaints within a one-week period from those residing at two or more sites.
4. All parties agreed that Mr. B will continue as the sole tenant at this site as of May 1, 2013 and that the landlord and Mr. B will sign a new agreement to take effect on May 1, 2013.
5. Ms. C agreed that after May 1, 2013, she will not visit the X RV Park and Campground, with the limited exception of a 4-week period commencing on May 2, 2013 when she may return to obtain any belongings she may have left behind after her tenancy ended.
6. All parties agreed that the terms of this settlement agreement are to be kept private and confidential and are not to be shared with residents of the X RV Park and Campground or staff of that RV Park and Campground, with the exception of the landlord's Office Manager and Senior Management.
7. The landlord agreed to advise staff of the X RV Park and Campground to direct all complaints about the tenants on Site ** to the landlord's Office Manager who will deal with these complaints directly and consult as necessary with the landlord's Senior Management.
8. The tenants committed to not speak to any other residents in the X RV Park and Campground who issued letters for the purposes of these applications for dispute resolution with respect to the contents of their letters.
9. The landlord agreed to issue a letter of reference to Ms. C, the terms of which will be agreed upon by the counsel for both parties.
10. The landlord and the landlord's counsel agreed to withdraw the landlord's application for dispute resolution.
11. All parties agreed that no 1 Month Notice to End Tenancy for Cause has been issued by the landlord and that this tenancy continues under the terms of this settlement agreement.

12. Both parties and their counsels agreed that this settlement agreement constituted a final and binding resolution of all issues under dispute arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **solely** against Tenant MC if she does not vacate the rental premises in accordance with their agreement. Should Tenant MC fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In closing, I would like to commend both counsel and the articulated student representing the tenants for their earnest efforts to achieve a satisfactory and respectful resolution to this dispute.

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: December 21, 2012

Residential Tenancy Branch