



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, RR, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 60;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 58; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenants' application was originally heard on October 9, 2012, by a Dispute Resolution Officer (DRO). Only the tenants and their witness attended that teleconference hearing. In his decision of October 9, 2012 (the original decision), The DRO issued a monetary Order in the tenants' favour in the amount of \$1,665.00. The DRO also ordered the tenants to reduce their next several rental payments beginning on November 1, 2012 by 50% to \$161.50 "until the landlord has restored the tenants' quiet enjoyment."

On November 9, 2012, the landlord applied for a review of the original decision, a request that was considered by an Arbitrator on November 22, 2012. The landlord maintained that he could not attend the original hearing because he had not been notified of it by the tenants. In his review decision (the review decision), the Arbitrator allowed the landlord's application for review because he was satisfied that the landlord had demonstrated that he was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond his control. The Arbitrator ordered a new hearing and suspended the original decision "until such time as the new hearing has been completed and a decision is given to the parties, in accordance with Section 81(3)" of the *Act*.

As explained to both parties who attended this new hearing, my role is to consider the tenants' application by way of a new hearing and not to review the decisions issued on either October 9, 2012 or November 22, 2012.

Although both parties were in attendance at this new hearing and said that they were prepared to proceed with this hearing, the landlord and his counsel maintained that they had not received a copy of the tenants' original application for dispute resolution. As the landlord and his counsel were sufficiently aware of the remedies sought by the tenants through their receipt of the original decision, the parties agreed to proceed with this hearing. I am satisfied that both parties were prepared to address the issues raised in the tenants' application before me in this hearing.

#### Issues(s) to be Decided

Are the tenants entitled to a monetary award for loss in value of their tenancy? Should the tenants' monthly pad rental be reduced to reflect a loss in value of their tenancy agreement? Are the tenants entitled to recover their filing fee from the landlord?

#### Background and Evidence

The parties agreed that this periodic tenancy for a pad rental site in a manufactured home park commenced on or about April 1, 2002. At the time of the tenants' application for dispute resolution, monthly rent was set at \$323.00, payable in advance on the first of each month.

The tenants applied for a monetary award and a reduction in their monthly rent because they maintained that the landlord has not taken effective action to address their concerns about the drug related and criminal activities undertaken at a number of sites in this manufactured home park. They claimed that their tenancies have lost value because of the ongoing series of incidents in this park.

#### Analysis

Pursuant to section 63 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues arising out of the tenants' application under the following final and binding terms:

1. The landlord committed to instruct his property manager to issue a One Month Notice to End Tenancy for Cause (the 1 Month Notice) to the tenant(s) residing at Unit 6 within two weeks of this hearing (i.e., by January 18, 2013).
2. Both parties agreed to participate in any dispute resolution hearing undertaken to end the tenancies of the tenants in Units 3 and 6 of this manufactured home park.

3. Both parties agreed that the October 9, 2012 decision of the Residential Tenancy Branch's P.J. will remain suspended and of no effect.
4. The tenants agreed to withdraw their application for dispute resolution.
5. The tenant agreed to pay \$161.50 to the landlord's property manager by January 11, 2013.
6. Both parties agreed that the tenants' payment of \$161.50 by January 11, 2013 satisfies all outstanding rent owed by the tenants for this tenancy at this time.
7. Both parties agreed that as of February 1, 2013, the monthly rent reverts to \$323.00, as set out in their tenancy agreement.
8. The tenant committed to send the landlord letters and other documents in her possession to support the landlord in his efforts to end the tenancies of those currently occupying Units 3 and 6 in this park.
9. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute arising out of this tenancy.

#### Conclusion

To give effect to the settlement agreement reached between the parties, I order that the original decision and orders of October 9, 2012 remain suspended and of no effect. As per the terms of this agreement, the tenants' application for dispute resolution is withdrawn.

As discussed with the parties at the commencement of this hearing and so as to avoid future problems regarding the service of documents by the tenants to the landlord, I order that for the purposes of this tenancy the landlord's address is as follows:

62280 Flood Hope Road  
HOPE BC V0X 1L2

I further order that should the landlord's address for the service of documents associated with this tenancy change during the course of this tenancy that the landlord provide such notice in writing by registered mail to both tenants.

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: January 08, 2013