



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNC*

Introduction,

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*, to set aside a notice to end tenancy for cause. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

The tenancy started in July 2007. On February 18, 2013 the landlord served the tenant with a notice to end tenancy for cause with an effective date of April 30, 2013.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 56 of the *Manufactured home Park Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties confirmed that they had reached an agreement to settle these matters on the following terms:

1. The tenant agreed to move out on or before 1:00 p.m. on August 31, 2013.
2. The landlord agreed to allow the tenancy to continue till August 31, 2013. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to provide at least one month's notice to the landlord, in the event she wanted to end the tenancy prior to August 31, 2013.
4. The tenant agreed to mail to the landlord post dated rent cheques for the balance of the tenancy.
5. The tenant agreed to maintain the yard in a good condition and keep it free of garbage.
6. The tenant agreed to provide a bond prior to moving the mobile home from the pad, to protect the utility service connections to the pad, from damage.
7. The parties agree that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.
8. The parties agree to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p.m. on 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 *Residential Tenancy Act*.

Dated: March 19, 2013

Residential Tenancy Branch

