



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Scotch Creek Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MT, CNC,

Introduction

This hearing was held in response to the tenant's Application requesting more time to cancel a Notice to End Tenancy for Cause, to cancel a Notice ending tenancy for cause, a Order the landlord return personal property; an order allowing the tenants to assign the site and to recover the filing fee cost.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants.

The applicant present at the hearing confirmed that she was not in fact a tenant; she rents a room from the person who owns the manufactured home. The person who owns the manufactured home; J.B.W.; has signed a tenancy agreement for rental of the manufactured home site.

Therefore, as M.P. has not entered into a tenancy agreement with the Park owner, I determined that she is an occupant, as defined by Residential Tenancy Branch policy:

Residential Tenancy Branch policy defines an occupant as:

Where a tenant allows a person who is not a tenant to move into the premises and share the rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

M.P. provided affirmed testimony that she was attending the hearing as agent for the tenant; J.B.W. and that she could reach a mutual agreement with the landlord.

The landlord stated he has not received rent from the third applicant, J.J.W.; therefore, I determined that he was also an occupant.

Mutually Settled Agreement

The parties agreed to the following:

- No later than 5 p.m. on Friday April 26, 2013, the tenant will remove all of his property that is placed on a lot adjoining the site that he rents;
- That by 5 p.m. on Friday April 26, 2013, in accordance with the Park Rules, no unlicensed vehicles will remain on the adjoining lot or any of the landlord's property including the tenant's rental site;
- That, in accordance with the Park Rules, the tenant will immediately cease making repairs to vehicles on the rental site;
- That the landlord is entitled to an Order of possession effective July 31, 2013 at 1 p.m.;
- That the landlord is at liberty to serve the Order of possession for an effective date any time after April 26, 2013 for immediate possession of the site if:
 1. the tenant fails to remove all of his property from the landlord's property and the rental site by the agreed upon date, April 26, 2013
 2. if the tenant fails to remove all unlicensed vehicles from his rental site by April 26, 2013; and
 3. if the tenant fails to cease operating a vehicle repair service on the rental site by April 26, 2013.

Further, pursuant to section 56(2) of the Manufactured Home Park Tenancy Act, I Order the parties to meet the terms of the mutual agreement set out above.

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 *Residential Tenancy Act*.

Dated: April 22, 2013

Residential Tenancy Branch