



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking an order for the Landlord to comply with the Act, Regulation or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared at the hearing, and the Landlord was represented by an Agent. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Should the Landlord be ordered to comply with the Act, Regulation or tenancy agreement?

Background and Evidence

The Tenants have been renting a pad site in the Landlord's Manufactured Home Park, since August of 2008.

The appearing Tenant testified that they have been paying their pad rent by various means over the years, which includes by money order, credit card and by manual direct deposit into the Landlord's bank account.

On or about May 1, 2013, the Landlord presented the Tenants with a letter and forms that required them to use a pre-authorized automatic debit from their bank account on a monthly basis to pay for pad rent, starting July 1, 2013. The Tenants submit this is contrary to the tenancy agreement, park rules and what they have been doing for the past years.

The Agent for the Landlord testified that the park was recently purchased by a new owner. The Agent testified the new owner was simply attempting to make things simpler and consistent.

The Agent for the Landlord discussed the issue with the Landlord and then informed the Tenants that the Landlord would be willing to accept any form of payment from them except for credit card payments. The Landlord also offered to pay the filing fee for the Application made by the Tenants.

The Tenants were agreeable to this.

I also note that during the hearing the Agent for the Landlord testified she had apologised to the Tenants for the inconvenience on behalf of the Landlord.

As a result of the above, the parties requested that a mutual agreement to settle the dispute be recorded in this decision.

Mutual Agreement

Pursuant to section 56 of the Act, I record the settlement of the parties in the form of this Decision. The Landlord and the Tenants agree and consent as follows:

1. The Tenants are not required to pay the pad rent via the pre-authorized automatic direct deposit method;
2. The Landlord will accept payment of the pad rent from the Tenants by manual deposit into the Landlord's bank account, by money order or by other legal tender, with the exception that payment by credit card may not be used by the Tenants;
3. The Tenants will normally pay the pad rent by manual deposit into the Landlord's bank account and will promptly inform the Agent for the Landlord for any other payment method used; and
4. The Landlord shall refund the Tenants the \$50.00 filing fee for the Application by making a cash payment to the Tenants.

Conclusion

The parties came to a mutual agreement to resolve this dispute. The parties are commended for resolving the dispute through negotiation.

This decision and agreement 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 Act.

Dated: August 2, 2013

Residential Tenancy Branch

