



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC, OPC, FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause. Although it is not specifically stated on the Application for Dispute Resolution, the Tenant stated that she did intend to request more time to apply to set aside the Notice to End Tenancy. There is information on the Application for Dispute that corroborates that testimony. The Landlord did not oppose the request to amend the Application for Dispute Resolution to include an application for more time and the Application for Dispute Resolution was amended accordingly.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 40 of the *Manufactured Home Park Tenancy Act (Act)*, be set aside; should the Tenant be granted more time to apply to set aside a Notice to End Tenancy for Cause; and should the Landlord be granted an Order of Possession?

### Background and Evidence

After considerable discussion, the Landlord and the Tenant mutually agreed to resolve this dispute under the following terms:

- The Tenant will not live in the manufactured home or on the site after April 30, 2014, even if she is unable to sell it by that date
- The Tenant will abide by the park rules and the *Act* for the remainder of the tenancy, with the understanding that the Landlord may end this tenancy prior to April 30, 2014 if the Tenant creates further disturbances

- The Tenant will pay rent when it is due for the remainder of the tenancy, with the understanding that the Landlord may end this tenancy prior to April 30, 2014 if the Tenant does not pay rent when it is due for the remainder of the tenancy.

Analysis

This dispute has been settled by mutual agreement.

Conclusion

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 10, 2013

---

Residential Tenancy Branch

