



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenants' application pursuant to section 60 of 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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord's agent (the agent) confirmed that the landlord received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on June 7, 2013. I am satisfied that the tenants served this package and their written evidence to the landlord in accordance with the *Act*.

### Issues(s) to be Decided

Are the tenants entitled to a monetary Order for losses arising out of their tenancy?  
Should any other Orders be issued with respect to this tenancy?

### Background and Evidence

The tenants entered undisputed written evidence that they entered into an oral tenancy agreement with the landlord for a manufactured home pad site when they purchased their manufactured home in August 2007. They pay the landlord a monthly pad rental of \$200.00.

In their application for dispute resolution, the tenants provided the following breakdown of the items included in their claim for a monetary award of \$12,322.70:

| Item   | Amount             |
|--|--------------------|
| Moving Expenses                                  | \$11,370.00        |
| Laundry Expenses                                 | 252.70             |
| Recovery of April and May 2013 Rent              | 400.00             |
| Recovery of Cost of Cutting and Removing Tree    | 200.00             |
| Recovery of 2 Filing Fees for their Applications | 100.00             |
| <b>Total of Above Items</b>                      | <b>\$12,322.70</b> |

The tenants entered into written evidence a copy of a 12 Month Notice to End tenancy for Conversion of Manufactured Home Park (the 12 Month Notice) issued to them by the landlord on May 24, 2013. This 12 Month Notice requires them to move their manufactured home from the site by May 31, 2014.

### Analysis

Pursuant to section 56 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.

At the commencement of the hearing, the parties advised me that they had discussed the issues between them and had achieved a resolution of their dispute before the commencement of this hearing. The agent testified that he had sent a cheque to the tenants a few days before this hearing to compensate them for the items identified in their settlement agreement. The tenant said that the tenants are planning to move their manufactured home from the pad rental site and vacate the premises within the next few days. As the tenants have not yet received the agent's cheque, the parties outlined the terms of the settlement agreement as set out below:

1. The landlord agreed to pay the tenants a total of \$652.70 by September 20, 2013, an amount which the tenants agreed constituted a final and binding resolution of the tenants' claim for the recovery of their laundry expenses and their loss of use of the sewer during this tenancy.
2. The landlord agreed to pay the tenants a total of \$200.00 by September 20, 2013, an amount which the tenants agreed constituted a final and binding resolution of the tenants' expenses incurred in felling and removing a tree in September 2012.
3. The landlord agreed to pay the tenants \$50.00 by September 20, 2013, an amount which the tenants agreed constituted a final and binding resolution of their application to recover their dispute resolution application filing fees from the landlord.
4. The landlord further agreed to pay the tenants a sum of \$2,400.00 by September 20, 2013, which resulted from the landlord's issuance of the 12 Month Notice for conversion of the manufactured home park to other uses.
5. The tenants agreed that the terms of the settlement agreement as outlined above constituted a final and binding resolution of their claim for compensation from the landlord.
6. The tenants agreed to vacate the manufactured home park site by September 30, 2013.

7. Both parties agreed that their settlement agreement as outline above constituted a final and binding resolution of all issues arising out of this tenancy and that neither party will initiate any further action arising out of any of the issues in dispute at this time.

#### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$3,302.70, the total of the amounts the landlord agreed to pay the tenants. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: September 13, 2013

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Residential Tenancy Branch

