



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

The landlord incorrectly applied for dispute resolution under the *Manufactured Home Park Tenancy Act* (the *MHPT Act*) rather than the *Residential Tenancy Act* (the *Act*). Section 4(a) of the *MHPT Act* establishes that the *MHPT Act* does not apply to situations such as this one where the tenant rents both the manufactured home park pad rental site and the manufactured home as part of the same tenancy. Without any dispute from the parties and in accordance with the *Act*, I revised the landlord's application to the *Act* instead of the *MHPT Act*. The landlord applied for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and losses arising out of this tenancy in the amount of \$3,057.50 pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss this matter with one another. The tenant confirmed that she received the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on her door by the owner of the manufactured home park on July 8, 2013. The landlord's agent (the landlord) testified that he handed the tenant a copy of the dispute resolution hearing package on September 12 or 13, 2013. Although the tenant maintained that this package was posted on her door, she testified that she had received the landlord's dispute resolution hearing package. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy for a manufactured home and a manufactured home park pad site commenced on either April 1, 2013 or April 15, 2013. The landlord testified that the monthly rent was set at \$750.00, comprised of \$680.00 for the pad site and \$70.00 for the manufactured home. The tenant testified that the monthly rent was \$680.00, until the last month when the landlord attempted to raise her monthly rent to \$750.00.

The landlord did not dispute the tenant's sworn testimony that the landlord continues to hold the tenant's \$375.00 security deposit and \$100.00 pet damage deposit both paid on or about April 3, 2013.

Analysis

Pursuant to section 63 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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following settlement of all issues currently under dispute in this application and this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by October 31, 2013, by which time the tenant will have yielded vacant possession of the rental premises and the pad site to the landlord.
2. The tenant agreed to remove all possessions and belongings, including anything that anyone else has left on the manufactured home pad site and in the manufactured home, by October 31, 2013.
3. Both parties agreed to meet with one another to discuss any amounts owing from this tenancy by October 20, 2013 at 5:00 p.m.
4. The landlord agreed to withdraw the landlord's application for a monetary award.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the issues currently under dispute arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this

Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

As this tenancy has not yet ended and no application was made with respect to the tenant's security and pet damage deposits, this settlement agreement has no impact on the provisions affecting the return of the tenant's security and pet damage deposits as set out in the *Act*.

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: October 21, 2013

Residential Tenancy Branch

