



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant and to recover the filing fee.

Both parties appeared for the hearing and no issues in relation to the service of documents under the *Manufactured Home Park Tenancy Act* (the “Act”) were raised by either party. The Landlord also called three witnesses during the hearing.

### Analysis & Conclusion

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

Both parties agreed to settle the Tenant’s Application in full by continuing the tenancy under the following conditions:

1. The Tenant agrees to **immediately** pick up her pet dog’s waste at all times while on the manufactured home park; this includes the Tenant’s own home site, other residents’ home sites and all common areas of the park. This is in accordance with section 2c of the signed ‘Pet Guidelines’ addendum agreed and signed by the Tenant at the start of the tenancy.
2. The Tenant agrees to have her dog on a leash at all times pursuant to section 1b of the signed Pet Guidelines’ addendum. However, the Tenant may obtain written consent from the Landlord to have a fenced area on her rental site where the Tenant’s dog can be off leash. If the Tenant is unable to obtain such written consent for a fenced yard, the Tenant is able to use a longer secured leash which prevents the dog from going outside of the Tenant’s rental site boundary.

If the Landlord is not satisfied that the above agreed material terms and conditions have not been met at any point, the Landlord is at liberty to issue the Tenant with a notice to end tenancy for cause pursuant to section 40(1) (g) and/or 40(1) (k) of the Act. After the notice to end tenancy is issued, the Landlord is then at liberty to make an Application to the Residential Tenancy Branch and present the necessary evidence for consideration of an Order of Possession to end the tenancy.

This agreement does not change the rights and obligations that both parties have under 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 *Manufactured Home Park Tenancy Act*.

Dated: May 05, 2014

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Residential Tenancy Branch

