



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RP, OPC, FF

Introduction

This hearing convened as a result of cross applications by the parties. In the Landlord's Application for Dispute Resolution he sought an Order for Possession based on a Notice to End Tenancy for Cause issued August 12, 2014 (the "Notice") as well as return of the filing fee. In the Tenant's Application for Dispute Resolution she sought an Order cancelling the Notice, a Monetary Order for money owed or compensation for damage or loss under the Act, Regulations or Tenancy Agreement and an Order that the landlord make repairs to the manufactured home site.

The Landlords, L.J. and F.J., appeared as did the Tenant and her advocate, M.R.

Preliminary Matter

During the hearing the parties reached a comprehensive settlement. The merits of the parties' relative applications were not considered as the parties resolved their issues by mutual agreement during the hearing. Pursuant to section 56 of the Act, I record their settlement in the form of this my decision. The Terms of the Parties' agreement is as follows:

1. The Tenancy shall continue and will end only in accordance with the Act.
2. The Landlord shall provide to the Tenant a drawing of the Tenant's manufactured site, which indicates the Landlord's proposed location of the Tenant's fence and driveway and which is agreeable to the Landlord (the "Landlord's Plan").
3. A fence shall be constructed in accordance with the Landlord's Plan.
4. The cost of the fence built in accordance with the Landlord's Plan shall be shared by the parties.
5. The fence shall be built by a mutually agreed upon fence builder and in accordance with the Landlord's Plan.

6. Should the parties not agree on the choice of fence builder, they shall each obtain two quotes, all of which must be within 10% of the other. The Landlord's quotes shall be numbered "#1" and "#2" respectively and the Tenant's quotes shall be numbered "#3" and "#4" respectively. The successful quote shall be determined by a successful drawing of the numbers.
7. The Landlord shall provide to the Tenant a copy of the RTB 24 form, which was served on the Tenant in 2009, and which dealt with the Tenant's obligation to pay for her own water and corresponding rent decrease. Should the Landlord not provide this information to the Tenant, the Tenant shall be at liberty to make further application for an Order for reimbursement of the total amount she has paid for water.
8. The Tenant shall not refuse delivery of the information provided above, or any other communication from the Landlord.
9. The Tenant's pad rental shall be reduced to \$435.00 per month commencing November 1, 2014.
10. In recognition of the reduction in the size of the Tenant's manufactured home size from 4,632 square feet to 4,197 square feet in July of 2013, the Tenant shall be credited the sum of \$227.00; such amount to be taken from her November 1, 2014 pad rent such that she is obligated to pay only \$208.00 for the month of November 1, 2014.

Conclusion

Thee parties reached a comprehensive settlement which is recorded in this decision pursuant to section 56 of 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: October 24, 2014

Residential Tenancy Branch

