



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;

The Landlord GB ("landlord"), representing the landlords' company, and the tenant attended the hearing. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony that a 1 Month Notice to End Tenancy for Cause, dated October 7, 2014, was personally delivered to the tenant at the manufactured home site by TT, the resident manager, on October 7, 2014 at 2:00 p.m. The tenant testified that she received the 1 Month Notice on this date. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was served with the 1 Month Notice on October 7, 2014.

The tenant testified that she served the landlord GB personally with the Application for Dispute Resolution hearing notice on October 22, 2014. The landlord testified that he received the Application. Section 82(b) permits a landlord to be served by leaving a copy with an agent of the landlord. As the tenant served one of the landlords, GB, he is also the agent of the other landlord, EG, both of who are listed with the same landlord company as per the landlord's written evidence package in this application. In accordance with sections 82 and 83 of the *Act*, I find that both landlords were served with the Application for Dispute Resolution hearing notice on October 22, 2014.

The tenant testified that she served the landlords with the Application for Dispute Resolution hearing written evidence on November 4, 2014, via facsimile to the landlord's office. Section 81(h) permits the written evidence to be served via facsimile

to a fax number provided as an address for service by the person to be served. The landlord testified that he received the written evidence via facsimile on November 4, 2014, at the landlord company's fax number for service, and that he reviewed the five pages prior to the hearing. In accordance with sections 81 and 83 of the *Act*, I find that both landlords were served with the Application for Dispute Resolution hearing written evidence on November 4, 2014. I accepted the late evidence at the hearing, given that the landlord had reviewed the materials, that the evidence was not lengthy and that the landlords were not prejudiced by the admission of the evidence.

At the hearing, the landlord made an oral request for the issuance of an Order of Possession, should the tenant's application to cancel the 1 Month Notice be dismissed.

Issue(s) to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that this periodic tenancy began before the landlords purchased the property in 2003, where the manufactured home site is located. The landlord testified that no written tenancy agreement exists for this tenancy, as it was continued when the property was purchased by the landlords in 2003 and was subject only to the Park Rules, effective on August 1, 2011. The tenant testified that she began the tenancy in October 2001. Rent for the manufactured home site is payable monthly in the amount of \$467.93 on the first day of each month. The tenant owns her own trailer which is located on the manufactured home site.

The tenant continues to currently reside at the manufactured home site.

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. 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.

The landlord and tenant agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to abide by the following park rules by November 30, 2014, while at the current manufactured home site:
 - a. Landscaping and fencing: Any fencing, plants, shrubs or trees that are present now or are added in the future are and remain the responsibility of the Tenant and must be maintained by the Tenant at the Tenant's cost, in good condition. Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Landlord. Any tree pruning by the Tenant must be first approved by the Landlord. The Landlord reserves the right to remove or prune any tree or shrub on the Site or in the Park. All fencing must be stained or painted to prevent deterioration, and be maintained annually.
 - b. Guests: The Tenant assumes full responsibility for their guests' conduct and behavior, and will be held liable for any and all damages caused by him/her, all guests or servants or others that occur within the Park. Persons under 18 are not allowed in the recreational areas without an accompanying adult.
 - c. Pets: The Tenant is prohibited from having any vicious breeds of pets in the Park or on the site. Any pets of the Tenant must be kept on a leash at all times while in the Park or on the site.
 - d. Vehicles: Only 2 licensed vehicles shall be permitted per site. Tenant's vehicles must be parked at a suitable location on their Site and not in the visitor parking area. All vehicles in the Park or on the Site must be currently licensed and insured for use on public roads and be in operating condition. Automobile and boat repairs are not allowed on home sites. No parking is allowed on Park streets or on lawns at any times.
2. Both parties agreed that if the tenant does not comply with the above agreed terms by November 30, 2014, that this tenancy will end and the tenant will vacate the manufactured home site by 1:00 p.m. on December 31, 2014.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlords **only** if the tenant does not abide by the terms of the settlement agreement as outlined above by November 30, 2014, and **not for any other reason or at any future time** during this tenancy. The landlords are provided with this Order in the above terms and the tenant must be served with this Order as

soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 07, 2014

Residential Tenancy Branch

