



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0868732 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

OPR, OPB, MNR, FF

### Introduction

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

- an Order of Possession for unpaid rent and breach of an agreement with the landlord, pursuant to section 48;
- a monetary order for unpaid rent, pursuant to section 60;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 65.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the manager of the trailer park where the tenant resides, and that she has the authority to act as agent on behalf of the landlord at this hearing.

The landlord gave sworn testimony that a 10 Day Notice, dated September 10, 2014, was posted to the door of the tenant's rental unit on September 10, 2014. The landlord attached a proof of service form to her application, signed by DW, another tenant, who witnessed this posting on September 10, 2014 at 3:35 p.m. The tenant testified that he did not receive this notice on his door because he frequently works out of town and is not home often. He confirmed that he reviewed this notice, as it was enclosed in the landlord's application package and is aware that he owes outstanding rent. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on September 13, 2014, the third day after its posting.

The landlord testified that she served the tenant with her Application for dispute resolution hearing package ("Application") on November 18, 2014, by way of registered mail. The landlord attached a Canada Post receipt with a tracking number as proof of service, with her Application. The tenant testified that he received the landlord's Application. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was served with the landlord's Application, as declared by the landlord.

During the hearing, the landlord confirmed that she was not seeking an order of possession for unpaid rent or breach of an agreement with the landlord, against the tenant. Accordingly, this part of her application is withdrawn. The hearing proceeded on the landlord's remaining applications for a monetary order for unpaid rent and to recover the filing fee from the tenant.

#### Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

#### Background and Evidence

The tenant testified that this tenancy began approximately 5 years ago. The tenant is renting a manufactured home site from the landlord on a month to month tenancy. Monthly rent in the amount of \$305.00 is payable on the first day of each month. A written tenancy agreement governs this tenancy, although one was not provided with the landlord's Application.

The 10 Day Notice indicates that the tenant owed \$1,870.80 in unpaid rent as of September 10, 2014. The tenant confirmed that he did not pay the outstanding rent or file an application within 5 days of receiving the notice on September 13, 2014, as required by section 39(4) of the *Act*.

The landlord testified that, prior to his partial payment of \$900.00 on December 5, 2014, the tenant owed \$1,890.00 in unpaid rent just prior to this hearing. The landlord testified that the tenant currently owes \$990.00 in unpaid rent. The tenant does not dispute this amount, as he acknowledges that he has had outstanding rent owing for some time. A partial payment of \$200.00 was made by the tenant in October 2014, for which a receipt was given by the landlord, stating that the payment was for rental arrears.

#### 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.

Both parties agreed to the following final and binding terms of settlement of all issues in dispute between them at this time:

1. The tenant agreed to pay the landlord the total amount of \$1,650.00 according to the following schedule:
  - a. \$990.00 for outstanding rental arrears, to be paid by January 20, 2015;

- b. \$610.00 for January and February 2015 rent, to be paid by February 5, 2015;  
and
- c. \$50.00 for the filing fee for the landlord's Application, to be paid by February 20, 2015.

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

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,650.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's 10 Day Notice, dated September 10, 2014, is of no force or effect.

The landlord's application for an order of possession for unpaid rent and breach of an agreement with the landlord, is withdrawn. This tenancy continues until it is ended in accordance with 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: December 11, 2014

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Residential Tenancy Branch

