



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VISTA VILLAGE TRAILER PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, CNR, FF,

Introduction and Preliminary Matter

This hearing convened as a result of three separate Tenants' Application for Dispute Resolution filed in relation to three manufactured home park rental sites.

February 11, 2015 Hearing

The original hearing began February 11, 2015 with respect to the Tenant, D.N.K. At that hearing, the Tenant sought an Order canceling a Notice to End Tenancy for unpaid rent or utilities and an Order canceling a Notice to end Tenancy for Cause. Introduced in evidence was an electronic transfer for payment of her January 2015 rent made on December 31, 2014. The Landlord refused this payment and issued a 10 Day Notice to D.N.K. dated January 6, 2015.

The December 31, 2014 e-transfer included not only payment for D.N.K.'s January rent, but also rent for two other pad rentals for manufactured homes owned by her son, C.S. (one of which was occupied by C.S, the other by his former spouse P.S.). At the February 11, 2015 hearing, the advocate for all three Tenants, P.L., advised that the Landlord had issued a total of six notices to end tenancy for these three manufactured home sites, including three 10 Day Notices.

The three 10 Day Notices issued by the Landlord all relate to the same e-transfer payment. As D.N.K. had paid rent on December 31, 2014, I cancelled the 10 Day Notice issued January 6, 2015. The balance of the relief sought on D.N.K.'s application for dispute resolution dated January 21, 2015 was adjourned.

The Tenants' advocate, P.L. further informed me that C.S. had two hearings scheduled for February 16 and February 17 regarding the two 10 Day Notices that he had received for his two manufactured home rental sites, namely #26 and 63.

During the February 11, 2015 hearing I ordered all three hearings to be joined.

Rule 2.10 provides for the joining of applications as follows:

2.10 Joining applications

Applications for dispute resolution may be joined, and heard at the same hearing so that the dispute resolution process will be fair, efficient and consistent. In considering whether to join applications, the Residential Tenancy Branch will consider the following criteria:

- a) whether the applications pertain to the same residential property, or residential properties which appear to be managed as one unit;
- b) whether all applications name the same landlord;
- c) whether the remedies sought in each application are similar; or
- d) whether it appears that the arbitrator will have to consider the same facts and make the same or similar findings of fact or law in resolving each application.

In considering the above, I note that all applications seek the same remedy, name the same landlord, and that the payment of rent, particularly the e-transfer of December 31, 2014, was to be considered in each application. To ensure fairness, efficiency and consistency, I joined these three applications. Notably, the parties agreed to joining the proceedings.

February 16, 2015 hearing

During the February 16, 2015 hearing the parties reached a comprehensive settlement of their disputes. Pursuant to section 56 of the *Manufactured Home Park Tenancy Act* I record their settlement in this my decision. The specific terms of the settlement are as follows:

1. D.N.K.'s tenancy for manufactured home site #30 shall continue until ended in accordance with the Act and all notices to end tenancy issued with respect to this tenancy, as of February 16, 2015, are hereby cancelled.

2. C.S and P.S.'s tenancy for manufactured home site #63 shall continue until ended in accordance with the Act and all notices to end tenancy issued with respect to this tenancy, as of February 16, 2015, are hereby cancelled.
3. C.S.'s tenancy for manufactured home site #26 shall continue until ended in accordance with the Act and all notices to end tenancy issued with respect to this tenancy, as of February 16, 2015, are hereby cancelled.
4. The Landlord shall accept the electronic transfer payment for the January 2015 rent for all three manufactured home sites; namely #30, 63 and 26. This shall be a one-time exception for C.S.'s payment of rent for #63 and #26.
5. D.N.K. shall continue to pay her monthly rent by e-transfer while her manufactured home located at #30 is listed for sale.
6. C.S. shall provide to the Landlord post-dated cheques in the amount of \$395.00 per month for each manufactured home site (#63 and #26) and for the payment of rent for the months March 2015 through December 2015. C.S. shall ensure separate cheques are written for each manufactured home site, and shall retain photocopies of all cheques sent to the Landlord.
7. C.S. shall provide to the Landlord, by no later than November 30, 2015, post-dated cheques for the payment of rent for each manufactured home site (#63 and #26) and for the payment of rent for the months January 2016 through December 2016. C.S. shall ensure separate cheques are written for each manufactured home site, and shall retain photocopies of all cheques sent to the Landlord.
8. The parties agree that the Tenants overpaid their February 2015 rent by \$10.00 for each manufactured home site.
9. D.N.K. shall pay to the Landlord the sum of \$15.00 representing payment of the \$25.00 late fee for the month of December 2014 less the \$10.00 rent overpayment noted above. This payment shall be made on or before March 1, 2015.
10. C.S. shall pay to the Landlord the sum of \$30.00 representing payment of the \$25.00 late fee each for #63 and #26 for the month of December 2014 less the \$10.00 per manufactured home site rent overpayment noted above. This payment shall be made on or before March 1, 2015.

11. Except as otherwise provided above, no late fees shall be claimed by the Landlord for any time prior to March 1, 2015.

12. The hearing scheduled for 1:30 p.m. on February 17, 2015 shall be cancelled.

Conclusion

The 10 Day Notice to End Tenancy issued to D.N.K. was cancelled during the February 11, 2015 hearing. During the February 16, 2015 hearing, the parties resolved all matters by agreement.

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: February 16, 2015

Residential Tenancy Branch

