



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADA WEST VENTURES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated May 14, 2015 ("1 Month Notice"), pursuant to section 40;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 65.

The landlord, DS ("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 he was the co-owner of the landlord company also named as a respondent in this Application and that he had authority to speak on the landlord company's behalf as an agent at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlords were duly served with the tenant's Application and the tenant was duly served with the landlords' written evidence package.

The tenant confirmed receipt of the landlords' 1 Month Notice on May 27, 2015, which the landlord stated was served personally to the tenant's girlfriend who was residing with the tenant at the time, on May 28, 2015. In accordance with section 81 of the *Act*, I find that the tenant was duly served with the landlords' 1 Month Notice.

Issues to be Decided

Should the landlords' 1 Month Notice be cancelled?

Is the tenant entitled to recover the filing fee for this Application from the landlords?

Background and Evidence

The tenant testified that this tenancy began approximately 18 years ago when his father gifted the manufactured home to him. The tenant stated that he owns the manufactured home which is located on the landlords' manufactured home site. The tenant explained that he rents the manufactured home site from the landlords. Both parties agreed that monthly rent in the amount of \$278.00 is payable on the first day of each month.

The landlords issued the 1 Month Notice with an effective move-out date of June 30, 2015. The tenant disputed this notice on May 28, 2015, within the 10 days permitted under section 40(4) of the *Act*. The notice seeks to end this tenancy for the following reasons:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*

Tenant has engaged in illegal activity that has, or is likely to:

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*

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 settlement of all issues currently under dispute at this time:

1. Both parties agreed that the tenant and any other occupants will vacate the manufactured home by 1:00 p.m. on August 15, 2015;
2. Both parties agreed that the manufactured home will remain at the manufactured home site until the tenant sells the manufactured home;
3. Both parties agreed that the tenant will continue to pay the landlords rent, in accordance with the tenancy agreement already established between the parties,

for the manufactured home to remain on the manufactured home site until it is sold;

4. The tenant withdrew his Application to recover the \$50.00 filing fee;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. The terms of this settlement agreement are legal, final, binding and enforceable, which settles all aspects of this dispute.

Conclusion

Upon further review of the above settlement agreement, if either party does not abide by the above settlement agreement, the affected party may make an application for dispute resolution at the Residential Tenancy Branch.

The landlords' 1 Month Notice, dated May 14, 2015 is cancelled and of no force or effect.

The tenant's Application to recover the \$50.00 filing fee from the landlords, is withdrawn. The tenant must bear the cost of his own filing fee.

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: July 21, 2015

Residential Tenancy Branch

