



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 480094 BC LTD. DBA PARADISE VALLEY MHP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Manufactured Home Park Tenancy Act* (the "Act"). The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

Two agents for the landlord, the tenant, and a witness for the tenant K.W., attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that he received and reviewed the landlord's documentary evidence prior to the hearing. The tenant also confirmed that he did not serve the landlord or the Residential Tenancy Branch with documentary evidence. I find the tenant was sufficiently served in accordance with the Act.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The tenant agrees that \$1,337.22 in unpaid site rent for the months of March to July 2015 inclusive are owed to the landlord.
2. The tenant agrees to pay the landlord the site rent arrears of \$1,337.22 in monthly installments of **\$150** starting August 1, 2015 and on the 1st day of each month thereafter until the full amount owing has been paid in full. This amount is in addition to the monthly site rent of \$297.87 due on the 1st day of each month.

3. The landlord will ensure that for each payment made a receipt will be issued to the tenant, one receipt for monthly rent, and one receipt for site rent arrears for accounting purposes.
4. The landlord is granted a conditional order of possession which is enforceable 14 days after service on the tenant, only if the site rent arrears or monthly rent remain unpaid. In other words, if the tenant makes all payments pursuant to #2 above, the order of possession is not enforceable once the site rent arrears have been repaid in full.
5. The landlord is granted a monetary order pursuant to section 60 of the *Act* in the amount of **\$1,337.22**, which will be of no force or effect if the amount owing is paid in accordance with #2 above until the amount is paid in full.
6. The landlord withdraws their application in full as part of this mutually settled agreement and waives their filing fee.

This settlement agreement was reached in accordance with section 56 of the *Manufactured Home Park Tenancy Act*.

Conclusion

The landlord has been granted as condition order of possession as per #4 above. The landlord has been granted a monetary order in the amount of \$1,337.22, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 10, 2015

Residential Tenancy Branch