



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Manufactured Home Park Tenancy Act*. (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated July 31, 2015, and to recover the cost of the filing fee.

The tenant and an agent for the landlord (the "agent") 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.

Both parties confirmed receiving the documentary evidence package from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. As a result, I find the parties were 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 parties agree that the tenancy will continue under the following terms:
 - A. The tenant will complete and paint the site side fence by **November 9, 2015 by 5:00 p.m.**
 - B. The tenant will remove any debris from the site by **November 9, 2015 by 5:00 p.m.**

2. The parties mutually agree to withdraw the 1 Month Notice dated July 31, 2015.
3. If the tenant fails to comply with #1 above, the landlord reserves the right to issue a new 1 Month Notice.
4. The tenant withdraws his application and waives his filing fee as part of this mutually settled agreement.
5. The tenancy continues until ended in accordance with the *Act*.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described 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: October 14, 2015

Residential Tenancy Branch

