



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MT; CNC; FF

Introduction

This teleconference was scheduled to hear the Tenant's Application for Dispute Resolution seeking more time to make an application to cancel a notice to end tenancy; to cancel a One Month Notice to End Tenancy for Cause, issued October 6, 2015; and to recover the cost of the filing fee from the Landlord.

The Hearing was attended by both parties, who gave affirmed testimony.

The Landlord issued the Notice under the Manufactured Home Park Tenancy Act; however, I find that the tenancy falls under the Residential Tenancy Act. I make this finding for the following reasons:

- The Landlord owns the manufactured home, which she rents to the Tenant. The Landlord is also 1/17th owner of the land on which the manufactured home sits; however, the Tenant does not pay 'pad rent'.
- The Tenant paid a security deposit at the beginning of the tenancy. A security deposit is not payable under the Manufactured Home Park Tenancy Act.

The Tenant's Application was amended to reflect that it is made under the Residential Tenancy Act.

During the course of the Hearing, the parties came to an agreement. I have recorded the terms of their settlement agreement, pursuant to the provisions of Section 63 of the Act, as follows:

1. The Tenant withdrew his Application.
2. The parties agree that the Notice to End Tenancy issued October 2, 2015, is cancelled.
3. The parties agree that the tenancy will end at 1:00 p.m., March 1, 2016.

Conclusion

In support of this settlement, I grant the Landlord an Order of Possession effective 1:00 p.m., March 1, 2016. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 17, 2015

Residential Tenancy Branch

