



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPB, OPM, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that he sent the Application for Dispute Resolution and the Notice of Hearing to the Tenant, by regular mail, although he cannot recall when he mailed those documents. The Tenant acknowledged receiving these documents in the mail, although she does not recall when they were received. On the basis of the undisputed evidence, I find that these documents have been served in accordance with section 64(2)(b) of the *Manufactured Home Park Tenancy Act (Act)*.

The parties present at the hearing were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me. The parties were not permitted to discuss issues I did not consider relevant to the issues in dispute.

Preliminary Matter #1

On November 10, 2015 the Landlord submitted seventeen pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was mailed to the Tenant with the Application for Dispute Resolution. The Tenant acknowledged receiving some evidence with the Application for Dispute Resolution but she is not certain which evidence she received at that time.

On December 29, 2015 the Landlord submitted sixteen pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was mailed to the Tenant, via regular mail, on December 29, 2015.

The Tenant acknowledged receiving some evidence from the Landlord on January 04, 2016. She stated that she does not believe she received sixteen pages of evidence on

January 04, 2016 but she was unable to state the number of pages she received at that time.

The Tenant stated that on December 31, 2015 she submitted evidence to the Residential Tenancy Branch, although she does not know how many pages of evidence were submitted. The Tenant stated that this evidence was placed in the Landlord's mail box on January 04, 2015. The Landlord acknowledged receiving a package of evidence from the Tenant. The parties were advised that I had not received the evidence package submitted by the Tenant.

The parties were advised that before considering any written document submitted in evidence I would confirm that both parties were in possession of the document and that both parties had sufficient time to consider the evidence before I accepted that document as evidence.

During the hearing we discussed a written tenancy agreement that was signed by the parties and a mutual agreement to end tenancy, both of which were signed by both parties on March 30, 2015. The Tenant stated that she was in receipt of these documents and that she received them with the Application for Dispute Resolution. These two documents were accepted as evidence for these proceedings.

The Landlord and the Tenant reached a settlement agreement before it was necessary for me to consider whether other documents should be accepted as evidence.

Preliminary Matter #2

At the outset of the hearing the Advocate for the Tenant stated that she wished to record the hearing. She was advised that she was not permitted to record the hearing.

The Advocate for the Tenant stated that she had been informed by someone at the Residential Tenancy Branch that she could record the hearing and that she intended to record the hearing.

The Advocate for the Tenant was advised that she was not permitted to record the hearing and that she had been misinformed if she had been told she could record the hearing. She was clearly informed that she must not record the hearing and, as far as I am aware, the hearing was not recorded.

This decision was based on rule 9.1 of the Residential Tenancy Branch Rules of Procedure, which reads:

Private audio, photographic, video or digital recording of the dispute resolution proceeding is not permitted.

For the information of both parties, rule 9.2 of the Residential Tenancy Branch Rules of Procedure allows a party to request an official recording by a court reporter however this request must be made, in writing, at least 2 business days in advance of the dispute

resolution proceeding. If permission is granted for an official recording of the dispute resolution proceeding by a court reporter, the party making the request must make all necessary arrangements for attendance by a court reporter and court reporter's necessary equipment; pay the cost of the court reporter's attendance; and provide all parties with copies of the recording, transcript, or both, as ordered by the arbitrator.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

After considerable discussion regarding the issues in dispute at these proceedings, the parties mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the parties will enter into a new tenancy agreement for a month-to-month tenancy;
- the Tenant agrees to pay monthly rent of \$514.00 plus \$30.00 for utilities;
- the Landlord and the Tenant will sign a new tenancy agreement that has the same terms as the agreement they signed on March 30, 2015, with the exception of the rent, which will increase from \$500.00 to \$514.00;
- the Tenant will sign the park rules that are currently in existence;
- the Tenant will sign the utility agreement that is currently in existence;
- by January 13, 2016 the Landlord will mail copies of the documents the Tenant must sign to the rental unit;
- the Tenant will return the aforementioned documents by sending them, by registered mail, to the Landlord;
- the Tenant will mail the aforementioned documents to the Landlord no later than February 01, 2016; and
- the Landlord will be granted an Order of Possession that can only be enforced if the Tenant does not comply with the terms of this settlement agreement.

The terms of this settlement agreement were repeated on at least three occasions and I am satisfied that both parties clearly understand the terms of the agreement.

Both parties were clearly advised that they are under no obligation enter into a settlement agreement. The parties advised on at least three occasions that they were willingly entering into the aforementioned settlement agreement.

As this Application for Dispute Resolution has been settled by mutual consent, the details of the evidence presented heard at the hearing is not being recorded in this decision.

Analysis

The issues in dispute in this Application for Dispute Resolution have been settled by the parties.

Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant.

The Order of Possession may only be enforced if the Landlord has mailed copies of the documents the Tenant must sign to the rental unit by January 13, 2016 AND the Tenant has not mailed the aforementioned signed documents to the Landlord by February 01, 2016 or otherwise ensured they have been received by the Landlord by February 01, 2016.

This decision is settlement agreement is recorded 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: January 06, 2016

Residential Tenancy Branch

