



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes          OPR MNR FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* ("the *Act*") for an Order of Possession for unpaid rent pursuant to section 48; a monetary order for unpaid rent pursuant to section 60; and authorization to recover the filing fee for this application from the tenant pursuant to section 65.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The landlord testified that the 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") was served to the tenant by posting the notice on his rental unit on November 11, 2015. The tenant confirmed receipt and, based on that confirmation, I find the tenant duly served with the 10 Day Notice. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution by registered mail on December 11, 2015 and with further evidentiary materials on January 18, 2016. Based on the evidence of the landlord and the tenant's confirmation that he received the Application for Dispute Resolution and attendant materials, I accept the tenant was served sufficiently with the landlord's dispute resolution package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Issue(s) to be Decided

This tenancy began December 1, 2004. The current rental amount of 344.19 is payable on the first of each month. Both parties agreed that the tenant has been current in his payment of recent month's rent but that he has rental arrears from July 2015 and September 2015 totalling \$688.38.

The landlord originally applied for an Order of Possession and a Monetary Order for Unpaid Rent. She also applied for an order to recover the filing fee for this application.

The tenant acknowledged that \$688.38 ( 2 months' rent) remains outstanding and owed to the landlord for a portion of unpaid rent. The tenant explained that he was in a very serious car accident, has been in hospital much of the past 6 months and that he has recently begun to receive compensation for his injuries. He indicated that he would be able to make payments to

bring his account up to date in the next 60 days. The landlord agreed that she would accept payments as long as the tenant remained in regular contact with the landlords. The landlord agreed that it was not necessary to levy late fees in these circumstances.

### Analysis

Pursuant to section 63 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

### **The Parties mutually agreed as follows:**

1. The tenant agreed to pay to the landlord the outstanding rental amount of \$688.38 to the landlord on or before April 2, 2016 (within 60 days);
  1. The tenant agreed to pay \$344.19 by March 2, 2016.
  2. The tenant agreed to pay \$344.19 by April 2, 2016.
2. Both parties agreed that the tenancy shall continue.
3. The tenant agreed to contact the landlord every 15 days.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

The landlord withdrew her application for an Order of Possession.

To give effect to the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of \$688.38 dated April 2, 2016, to be used only if the tenant fails to pay the amounts outstanding on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 *Manufactured Home Park Tenancy Act*.

Dated: February 02, 2016

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Residential Tenancy Branch

