



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC MT CNC OLC RP FF

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Manufactured Home Park Tenancy Act* ("the *Act*"). The landlord applied for an Order of Possession pursuant to section 48 and the recovery of the filing fee for this application pursuant to section 65.

The tenant applied to cancel the landlord's 1 Month Notice to End Tenancy ("1 Month Notice") pursuant to section 40 as well as more time to make the application to cancel the landlord's 1 Month Notice pursuant to section 59; an order to have the landlord comply with the *Act* and make repairs pursuant to section 55; and the recovery of the filing for his application pursuant to section 65.

Both parties attended this hearing and were given a full opportunity to make submissions on their respective applications. The tenant confirmed receipt of the 1 Month Notice on March 8, 2016 as well as the landlord's Application for Dispute Resolution. The landlord confirmed receipt of the tenant's Application for Dispute Resolution. 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.

Preliminary Issue: More time to Apply

The tenant's application for more time to apply is moot as the landlord and tenant reached a resolution of this matter. I note that the tenant made his application pursuant to section 59 of the *Act* as below,

59 (1) The director may extend a time limit established by this *Act* only in exceptional circumstances, other than as provided by section 52
(3) *[starting proceedings]* or 74 (4) *[decision on application for review]*.

...

- (3) The director must not extend the time limit to make an application for dispute resolution to dispute a notice to end a tenancy beyond the effective date of the notice.

I also note that the landlord's 1 Month Notice had an effective date of April 30, 2016 and the tenant applied to dispute this notice on March 21, 2016. In all of the circumstances, I find it is appropriate to resolve this matter by way of settlement.

Background and Evidence

This tenancy began on November 1, 2009 with a rental amount of \$345.00 payable on the first of each month. The issues between the parties relate to repairs that the landlord requires the tenant to undertake to comply with the agreement and the rules of the Manufactured Home Park. Ultimately, the tenant agreed to make repairs in accordance with a timeline discussed at this hearing. The landlord agreed to withdraw his application for an Order of Possession.

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 landlord withdrew his application for an Order of Possession.
- 2) The tenant and landlord agreed to meet in person or by phone by June 31, 2016 to discuss details including but not limited to colour for painting the residence and options for driveway installation.
- 3) The parties agreed that the landlord may assign an on-site proxy to attend meetings.
- 4) The tenant agrees to consult the landlord or his proxy before completing any further work on the residential premises/manufactured home.
- 5) The tenant agreed to make repairs as follows;
 - a) Repair and install skirting around the entire manufactured home by May 15, 2016;
 - b) Repair and create porch and emergency access railings by May 15, 2016;

- c) Paint the manufactured home as soon as practicable for both parties but by May 31, 2016;
 - d) Installation of a defined and updated driveway by September 30, 2016; and
 - e) Replace windows on north and east sides of manufactured home by October 15, 2016.
- 6) The parties agree that the landlord will evaluate items for repair that are the responsibility of the landlord under the *Act* and address those items in consultation with the tenant.
- 7) These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the agreement reached by the parties, I order that the tenant and landlord meet by June 31, 2016.

I further order that the tenant comply with the above timelines provided in the settlement agreement for repairs to meet the requirements of the rules of the Manufactured Home Park.

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: May 16, 2016

Residential Tenancy Branch