



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding G.E.N. ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began three years ago. The tenant owns his trailer and is renting a pad in the mobile home park. The monthly rent is \$350.00 plus \$50.00 for utilities. Prior to moving in the tenant paid a security deposit of \$350.00.

The current landlord purchased the home park about one year ago. During the purchase of the property, the deposit collected by the prior owner was not paid out to the current owner, in the adjustments. The tenant filed a copy of the receipt of payment of a security deposit. The landlord stated that he had no idea that the tenant had paid a security deposit and his attempts to contact the previous owner for information, failed.

The tenant stated that he had a discussion with the landlord and he was given the impression that he could withhold rent for March 2016 and use his deposit as rent for this month, which he did.

On March 22, 2016, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The issues surrounding the collection of the security deposit and rent owed were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to allow the landlord to retain the security deposit of \$350.00 towards rent for March 2016. The tenant agreed to pay an additional \$50.00 towards utilities for March 2016.
2. The landlord agreed to use the security deposit of \$350.00 towards rent for March 2016.
3. The landlord agreed to withdraw the notice to end tenancy dated March 22, 2016.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

As per the above agreement, the notice to end tenancy is set aside and the tenancy will continue.

The landlord is not holding a security deposit and all matters regarding the security deposit have been fully and finally settled.

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 04, 2016

Residential Tenancy Branch