



Dispute Resolution Services

Page: 1

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 CNC, MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 16, 2016 ("1 Month Notice"), pursuant to section 40; and
- a monetary order for money owed or compensation for damage or loss under the Act, *Manufactured Home Park Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 60.

The landlord's advocate LM and two agents, "landlord JH" and "landlord GM" (collectively "landlord") and the tenant, her "agent TF" and "lawyer" (collectively "tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord JH confirmed that she is the regional manager and landlord GM confirmed that she is the community manager, and that both had authority to represent the landlord company named in this application as agents at this hearing. Both landlord JH and landlord GM confirmed that their advocate had authority to represent them at this hearing. The tenant confirmed that her lawyer had authority to speak on her behalf at this hearing. Agent TF was included in this settlement agreement by consent of the tenant. This hearing lasted approximately 41 minutes in order to allow both parties to fully negotiate a settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence package.

Analysis

Pursuant to section 56 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. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlord's 1 Month Notice, dated September 16, 2016, is cancelled and of no force or effect;
2. The landlord agreed that an order of possession against the tenant based on the 1 Month Notice, was not required;
3. Both parties agreed that this tenancy will continue as per the terms of the written tenancy agreement, until it is ended in accordance with the *Act*;
4. The tenant agreed that she will not pursue her monetary claim for a loss of quiet enjoyment in the amount of \$2,000.00 against the landlord;
5. The tenant and agent TF agreed to provide a sworn statement to the landlord by November 30, 2016;
 - a. the sworn statement is to include the tenant and agent TF's agreement to not engage in any obscene behaviour, utter any threats or use any obscene language against any other occupants of the manufactured home park or the landlord;
6. The tenant and agent TF agreed to provide a written apology to the next door occupants, which will be delivered to the landlord by November 30, 2016;
7. The tenant acknowledges that agent TF is not a resident of the manufactured home and that he is merely a guest when visiting the tenant;
 - a. The tenant agreed to bear responsibility for the actions and conduct of agent TF while he is at the manufactured home park;
8. The landlord's advocate agreed to assist in providing mediation services to the landlord if future disputes arise between the tenant, agent TF and their children and the next door occupants;
 - a. if mediation efforts are unsuccessful, the landlord is not precluded from issuing future notices to end tenancy in accordance with the *Act*, to the tenant;
9. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Both parties have leave to reapply at the Residential Tenancy Branch if there is a dispute over the interpretation of the above conditions or whether the tenant has violated any of the conditions.

Conclusion

The landlord's 1 Month Notice, dated September 16, 2016, is cancelled and of no force or effect.

This tenancy will continue as per the terms of the written tenancy agreement, until it is ended in accordance with the *Act*.

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: November 16, 2016

Residential Tenancy Branch