



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing convened as a result of a Landlord's Application for dispute Resolution filed on September 8, 2016 for an Order of Possession and to recovery the filing fee paid.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision to section 56 of the *Manufactured Home Park Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

1. The 1 Month Notice to End Tenancy for Cause issued on July 21, 2016 shall be withdrawn and the tenancy shall continue until ended in accordance with the *Manufactured Home Park Tenancy Act*.
2. By no later than November 16, 2016, the parties shall enter into and sign a Tenancy Agreement. This Tenancy Agreement shall be on the same terms as the Tenancy Agreement entered into evidence by the Landlord between the Landlord and the manufactured home's previous owner, J.P. dated September 1, 2009 with the following changes:
 - a. Clause 2 shall indicate that the current rent is \$298.00 per month.

- b. Pursuant to section 35(1)(a) of the *Manufactured Home Park Tenancy Act*, the Landlord may raise the rent as of May 1, 2017.
- c. For the purposes of clause #17, the parties agree as follows:
 - i. The Tenant is acknowledged as the owner of the manufactured home.
 - ii. The Tenant shall provide to the Landlord proof that she is the registered owner of the manufactured home within seven (7) days of receipt of such proof (Notably, the testified during the hearing that she anticipated having legal title as of November 23, 2016.)
 - iii. The Tenant's roommate, D.D., is a permitted occupant of the manufactured home. Should D.D. move from the manufactured home, the Tenant will give the Landlord prior written notice.
 - iv. The Tenant shall provide the Landlord a copy of D.D.'s criminal record check and confirmation of D.D. income by no later than sixty days (60) from the date of this Decision.
 - v. Should the Tenant wish to have another occupant reside in the manufactured home, she shall seek the Landlord's prior written consent before such persons occupy the manufactured home. The Landlord shall not unreasonably withhold such consent.
- 3. For greater clarity, the Tenant agrees to abide by clause 6 of the Tenancy Agreement provided in evidence which provides as follows:
 - 6. No dogs or cats are permitted in the mobile home park whether kept indoors or outdoors. Any other pets are not permitted outdoors. Pet-sitting for friends or relatives is not permitted. This section is subject to the rights and restrictions under the *Guide Animal Act*.
- 4. The Tenant agrees that failure to abide by the above may result in the Landlord issuing another Notice to End Tenancy.

Conclusion

The parties resolved all matters by mutual agreement. The terms of their agreement are contained in this my Decision.

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 02, 2016

Residential Tenancy Branch