



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC

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 39;
- monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60.

Both parties attended the hearing via conference call and provided affirmed testimony. The landlord's counsel (the landlord) stated that the tenant was served with the notice of hearing package and the submitted documentary evidence in person on September 21, 2016. The tenant confirmed receipt of both packages in this manner as claimed by the landlord.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on May 1, 2014 on month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated April 26, 2014. The rent was \$509.89 payable on the 1st day of each month. Both parties agreed that the current monthly rent is \$537.80.

The landlord seeks an order of possession and a monetary order for unpaid rent and money owed of \$3,018.14.

Both parties confirmed that the landlord served the tenant with the 10 Day Notice dated July 30, 2016 by posting it to the rental unit door on July 30, 2016. The 10 Day Notice stated that the tenant failed to pay rent of \$1,125.60 that was due on July 1, 2016. The landlord clarified that unpaid rent was for both June and July of 2016.

The tenant provided undisputed affirmed testimony that she has not paid any rent since the 10 Day Notice was served. The tenant stated that she wanted to pay the landlord all of the rental arrears.

During the hearing both parties entered into discussions in the hopes of a settlement by which a mutual agreement to end the tenancy could be achieved, while addressing the landlords' concerns.

Analysis

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw his application.
2. The tenant agreed that she was in rental arrears totalling, \$3,018.14. As such the landlord shall be granted a monetary order to reflect this agreement.
3. Both parties agreed in return for the landlord withdrawing his application the tenant would begin making rental arrear payments of \$200.00 beginning December 1, 2016 until the balance was paid as well as the monthly pad rent.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn.

The landlord is granted a monetary order for \$3,018.14.

The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does abide by their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Small Claims Division of the Provincial Court of British Columbia.

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 09, 2016

Residential Tenancy Branch