



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Bay Landing Inc., doing business as Green Bay Mobile Home Park and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord attended the hearing, as well as the owner of the park. The parties agree that the park is owned by a corporation, and the style of cause in this matter has been amended by consent, to change the name of the landlord to that corporation. The frontal page of this Decision reflects that change.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. The tenant will sign the Tenancy Agreement, which includes the following documents:
 - a. The form attached to the Park Rules agreeing to abide by the Rules,
 - b. Release form for the canal use and accepting responsibility for guests respecting the canal;
 - c. Addendum for Crime Free Housing;
 - d. Boat launch form showing it's for use of tenants only.
2. If the tenant fails to sign the documents by December 31, 2016 it will be a breach of a material term of the Tenancy Agreement and the landlord may apply for an Order of Possession without the necessity of serving a notice to end the tenancy.
3. The tenant will comply with the *Manufactured Home Park Tenancy Act* and the tenancy agreement by refraining from harassing or otherwise engaging in conduct that is or is likely to intimidate or cause the landlord's agents or other tenants within the manufactured home park to be disturbed.

Since the parties have settled this dispute I decline to order that the tenant recover the filing fee from the landlord.

Conclusion

For the reasons set out above, the 1 Month Notice to End Tenancy for Cause dated October 20, 2016 is hereby cancelled.

The 1 Month Notice to End Tenancy for Cause dated October 23, 2016 is hereby cancelled and the tenancy continues.

I hereby order the tenant to comply with the settlement agreement as set out above.

If the tenant fails to sign the documents listed in paragraph 1 above by December 31, 2016, the landlord will be at liberty to apply for an Order of Possession for breach of an agreement without the necessity of serving a notice to end the tenancy.

I further order the tenant to comply with the *Manufactured Home Park Tenancy Act* and the tenancy agreement by refraining from harassing, annoying or otherwise engaging in conduct that is or is likely to intimidate or cause the landlord's agents or other tenants within the manufactured home park to be disturbed.

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: December 16, 2016

Residential Tenancy Branch