



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding QUINSAM TRAILER PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MT

### Introduction

This hearing was convened as a result of the tenant's application dated October 31, 2016 and filed November 1, 2016 for an order granting more time to make an application to cancel a notice to end tenancy and for cancellation of a notice to end tenancy for unpaid rent or utilities (the "Application"). The Application was brought under the *Manufactured Home Park Tenancy Act* SBC 2002, c. 77 (the "Act").

The tenant attended the hearing with an advocate. The landlord was represented at the hearing by the manager of the manufactured home park. Both parties provided their solemn affirmation.

At the outset of the hearing the tenant confirmed that she had received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 5, 2016 (the "Notice") on October 5, 2016 and that the Notice had an effective date of October 15, 2016.

### Settlement

At the beginning of the hearing I advised the parties that, pursuant to s. 59(3) of the Act, the time limit to make an application for dispute resolution may not be extended beyond the effective date of the Notice and that I would therefore be unable to extend the time limit beyond October 15, 2016.

Also at the outset the tenant advised that her husband had recently died, that she had experienced financial difficulties as a result of his death, but that she has since managed to sort out her affairs, such that she now has access to an income. She further advised, and the landlord confirmed, that she had very recently paid rent in full for the months that had been outstanding as of the date of the landlord's Notice, and for

November and December of this year. The landlord also advised that he had filed an application for an order of possession, a monetary order, and return of the filing fee with respect to the same tenancy. The tenant confirmed she has received this application, and for ease of reference I have added the file number to the front page of this decision.

The opportunity for settlement was then discussed. The parties were advised that although there is no obligation to resolve the dispute through settlement, I could assist them to reach an agreement, and that any agreement would be documented in my decision pursuant to section 56 of the Act.

The parties indicated that they wished to explore settlement, and landlord's agent confirmed that he had the authority to enter into a settlement on behalf of the landlord. He also confirmed the landlord's consent to an extension of time being considered and granted.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The tenant will remove or have removed the boat currently located near the front gate of what is referred to by the parties as the "compound" no later than December 2, 2016.
2. The tenant will pay the landlord \$275.00 (representing 3 months of late fee charges, outstanding storage fees, and the filing fee for the landlord's application) no later than December 2, 2016.
3. The tenant will cease residing in the manufactured home on the rental site no later than December 31, 2016.
4. The tenant will remove or have removed all vehicles and possessions, with the exception of the manufactured home itself, from the rental site, no later than December 31, 2016.
5. The tenant, who will be selling her manufactured home, will continue to pay monthly rent for the rental site while her manufactured home remains on the site and while she remains its legal owner.

6. The tenant will remove or have removed the following from the compound as soon as possible and no later than December 31, 2016:
  - a. All possessions in the 24 foot trailer;
  - b. The truck, provided she receives that key from the landlord;
  - c. The camperized van; and
  - d. The second boat.
7. Both parties agree that I will grant the landlord an order of possession effective **two (2) days** after service on the tenant, and the landlord agrees that he will enforce this order only if the tenant fails to pay rent when due and in any event no earlier than January 2, 2017.
8. The landlord will withdraw his application, referenced above.

### Conclusion

In support of the settlement pursuant to s. 56 of the Act, and with the agreement of the parties, I grant the landlord a two (2) day order of possession, which may be enforced if the tenant fails to pay rent when due, and no earlier than January 2, 2015.

The order may be filed in and enforced as an order of the Supreme Court of British Columbia in the event that the tenant fails to pay rent when due.

Dated: December 2, 2016

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Residential Tenancy Branch