



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Willow Beach Developments Ltd.
Desert Aire Realty

and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”).

The Tenant applied on November 25, 2016 for:

1. An Order cancelling a notice to end tenancy - Section 39; and
2. An Order to recover the filing fee for this application - Section 65.

The Landlord applied on December 7, 2016 for:

1. An Order of Possession - Section 48;
2. An Order for unpaid rent or utilities - Section 60; and
3. An Order to recover the filing fee for this application - Section 65.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the Hearing the Parties reached an agreement to resolve the dispute.

Undisputed Facts

The tenancy for unit #20 started on March 1, 2015. Rent of \$250.00 is payable on the first day of each month. A few months ago the Tenant purchased unit #19 from her

stepfather. In October 2016 the Tenant sent one year's worth of post-dated rent cheques to Landlord JT who represents the owner. The cheques were for the combined rents for both unit 20 and unit 19. The Landlord is disputing the Tenant's rental of unit 19 and Landlord JT has authorized Landlord CY to collect rents. For these two reasons Landlord JT refused to accept the cheques and the rent for either unit. The Landlord returned the cheques by mail to the Tenant. The Tenant has not collected the mail for some time and has not received those cheques as of this date. The Landlord has in the past accepted cheques for both units in one payment. On November 22, 2016 the Landlord served the Tenant with a one month notice to end tenancy for unpaid rent on unit 20.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay to the Landlord's agent "Bruce" who lives in unit #9 the rent for November and December 2016 and January 2017 in the amount of \$750.00 no later than 5 p.m. January 10, 2016;**
- 2. If Bruce is not at home at the time the Tenant delivers the rent monies, the Tenant will leave the rent payment under the lid of the barbeque at unit #9;**
- 3. If the Tenant fails to pay the rents as agreed above the tenancy will end immediately; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 56 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Although it was indicated at the hearing that a pending order of possession could be granted to be effective if the Tenant fails to pay the rent, after further consideration of the Landlord's initial refusal to accept the rent I decline to grant a pending order of possession. The Tenant's application is dismissed. The Landlord's application is dismissed with leave to reapply for an order of possession on the basis of a mutual

agreement to end the tenancy and for unpaid rent if the Tenant fails to pay the rent as agreed above.

Conclusion

The dispute has been resolved by mutual agreement.

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: January 09, 2017

Residential Tenancy Branch