



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PLEASANT VALLEY MOBILE PARK LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of a conference call in response to a Tenant's Application for Dispute Resolution (the "Application") filed on December 16, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The Tenant, two agents for the Tenant, and agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord's agent confirmed receipt of the Tenant's Application and confirmed that she had not provided any documentary evidence prior to this hearing and that she was only relying on her oral evidence to prove the 1 Month Notice.

The hearing process was explained to the parties. Both parties were given a full opportunity to present their evidence and make submissions to me.

During the hearing, the Tenant confirmed that he had received the 1 Month Notice on December 8, 2016 from his mail slot. The 1 Month Notice was provided into evidence and shows the reason for ending the tenancy was because the Tenant is alleged to have sublet the rental unit without the Landlord's written consent.

However, it became clear to me during the hearing that there were a number of issues in this tenancy that did not pertain to the subletting of the rental site, issues which had not been elected on the 1 Month Notice. The parties had a discussion and agreed to meet with each other after this hearing to discuss all of the matters to see if they could reach resolution with respect to the reason on the 1 Month Notice and other issues.

As a result, the Landlord's agent withdrew the 1 Month Notice dated December 8, 2016. The Tenant's agents both confirmed that they agreed with the withdrawal of the 1 Month

Notice. Accordingly, the Tenant agreed to withdraw his Application and abandoned his claim to recover the filing fee.

The parties are encouraged to meet in person and discuss the issues associated with this tenancy. If the parties are not able to come to consensus, the Landlord is at liberty to issue the Tenant with another 1 Month Notice. However, the Landlord is cautioned that if the Tenant disputes it, the Landlord bears the burden to prove the 1 Month Notice with sufficient evidence.

The parties confirmed their agreement and understating of resolution in this manner both during and at the end of the hearing. I made no findings of fact or law with respect to this dispute. This file is now closed.

Conclusion

The parties withdrew the 1 Month Notice dated December 8, 2016. The Tenant withdrew all of his Application. The tenancy will continue until such time it is ended in accordance with the Act.

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 18, 2017

Residential Tenancy Branch