



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes CNC, MNR, OLC, FF

### Introduction

A hearing was convened based on the tenants' application under the *Manufactured Home Park Tenancy Act*. The tenants sought the following: cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated February 5, 2017 (the "1 Month Notice"); an order requiring the landlord to comply with the Act, Regulation, or tenancy agreement; a monetary order for the cost of emergency repairs; and recovery of the application filing fee (the "Application").

Both of the tenants and the landlord attended the hearing. The landlord's husband also attended. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the submissions of the other party.

At the outset of the hearing the tenants and the landlord described their unwritten tenancy agreement. They agreed that the tenants were leasing a manufactured home from the landlord and that the landlord owns the manufactured home. The *Manufactured Home Park Tenancy Act* applies when a tenant leases a manufactured home site, but does not apply when a tenant leases both the manufactured home site and the manufactured home. It is the *Residential Tenancy Act* (the "Act") applies to living accommodation rented to a tenant. Accordingly, the parties consented to the amendment of the tenants' application such that it was brought under the Act.

Also at the outset of the hearing, I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the 1 Month Notice.

2. The tenants withdraw the Application.
3. The landlord will accept \$500.00 for March rent in full and final satisfaction of March rent.
4. The tenancy will continue until 1:00 pm on April 1, 2017 on the condition that the tenants pay \$500.00 for March rent, which the tenants may pay in one of two ways:
  - i. by providing the landlord with \$500.00 no later than March 17, 2017; or
  - ii. by providing the landlord with the receipt for the water pump that the tenants replaced at a cost of approximately \$500.00 to themselves no later than March 17, 2017.
5. The security deposit will be dealt with in accordance with the Act.

#### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy earlier or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: March 09, 2017

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Residential Tenancy Branch