



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes MT, CNL, O

Introduction

This matter dealt with an application by the tenants for more time to file an application to dispute a Notice to End Tenancy, to dispute a Two Month Notice to End Tenancy for landlord's use of the property; and other issues. The hearing held on February 24, 2017 was adjourned as both parties testified that they owned this mobile home. The parties were asked to provide proof of ownership so I could determine if I had jurisdiction in this matter, to determine the true owner of the mobile home and to determine if this was to be heard under the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act*.

The landlord provided proof that he was the owner of this mobile home and therefore I determined that I did have jurisdiction and that this matter was to be dealt with under the provisions of the *Residential Tenancy Act (Act)*. The hearing was reconvened today.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

- The parties agreed that this tenancy will end on or before May 31, 2017;
- The landlord agreed that if the tenants secure a new home then they do not have to provide the landlord with 10 days written notice pursuant to s. 50(A) of the *Act*;
- The parties agree that the tenants do not pay rent to the landlord so no compensation is due to the tenants to the equivalent of one month's rent pursuant to s.51(1.1) of the *Act*;

- The tenants agreed to continue to pay their pad rent to the mobile home park;
- The parties agreed that all appliances with the exception of the washer/dryer are the property of the landlord and must remain in the unit at the end of the tenancy. The tenants are free to remove their own washer dryer;
- The tenants agreed to ensure that all belongings, junk and garbage are removed from the rental unit and site at the end of the tenancy;
- The parties agreed that the landlord will be issued with an Order of Possession effective May 31, 2017.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms. Both parties testified that they understood and agreed that the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

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

Dated: March 21, 2017

Residential Tenancy Branch