



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1027110 BC Ltd
Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM

Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 48 of the *Manufactured Home Park Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served by the Landlord's Agent SM with the application for dispute resolution and notice of hearing (the “Materials”) by posting the Materials on the door of the unit on March 29, 2017 in accordance with Section 82(2) of the Act. Section 83 of the Act provides that if a document is served by posting on the door, it is deemed to have been received on the 3rd day after it is posted. Given the evidence of service I find that the Tenant is deemed to have received the Materials on April 1, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

On October 13, 2016 the Parties entered into a mutual agreement to end the tenancy on June 30, 2017 at 1:00 p.m. and that the Tenant will give up possession of the unit on that date unless “the bill of sale is mutually amended.” The Landlord states that they are satisfied that there will not likely be any amendment.

The mutual agreement, entitled "Termination Agreement" also includes a clause in relation to the compensation provided to the Seller that is included in the purchase price. The Landlord states that the "Seller" is the Tenant. The Landlord states that while this clause is not relevant to the claim for an order of possession or the mutual agreement to end the tenancy, it was part of the bargain made in coming to the mutual agreement.

Analysis

Section 48(2) of the Act provides that a landlord may request an order of possession of a manufactured home site where the landlord and tenant have agreed in writing that the tenancy is ended. Based on the undisputed evidence I find that the Parties have entered into a mutual agreement to end the tenancy. I note however that the end date is conditional on an amendment to the bill of sale. As such I grant an order of possession to the Landlord that will be effective on June 30, 2017. Should the Parties amend the bill of sale to change the end date of the tenancy to any other date this order of possession will not be effective.

Conclusion

I grant the Landlord an order of possession effective 1:00 p.m. on June 30, 2017 with the above noted condition. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 05, 2017

Residential Tenancy Branch