



Dispute Resolution Services

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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 Landlord and Tenant were each 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 November 10, 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 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.

The Tenant states that while she did freely agree to the end of the tenancy as set out in the agreement she has yet to find another place to live and would like more time for a move-out date. The Landlord states that should an earlier payout assist the Tenant the Landlord would be willing to consider such.

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. It is undisputed that the Parties entered into a mutual agreement to end the tenancy. There is no evidence of any coercion or other undue pressure on the Tenant to have made such an agreement. I therefore find that the Landlord is entitled to an order of possession effective June 30, 2017. I note however that the end date in the termination agreement is conditional on an amendment to the bill of sale. Should the Parties amend the bill of sale to change the end date of the tenancy to any other date or should the Parties amend the mutual agreement to end 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