



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent and utilities, pursuant to section 48;
- a monetary order for unpaid rent and utilities pursuant to section 60; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's agent, LH ('the landlord'), testified on behalf of the landlord in this hearing and was given full authority to do so by the landlord. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenants confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with section 82 of the *Act*, I find that the tenants were duly served with the application.

The tenants confirmed receipt of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated March 16, 2017, with an effective date of March 30, 2017. Accordingly, I find that the 10 Day Notice was served to the tenants in accordance with section 81 of the *Act*.

Analysis

Pursuant to section 56 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time.

1. The tenants agreed to pay, in full, the outstanding rent in the amount of \$2,000.00 for the months of November 2016 through to May 2017, to the landlord by 9:00 p.m. on Friday May 12, 2017.
2. The parties agreed that this tenancy will continue per the *Act* on the condition that the tenants abide by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenants fail to abide by condition #1 in the agreement, and that the tenants and all occupants will vacate the rental unit within two days of being served the Order of Possession.
4. The landlord withdrew the 10 Day Notice dated March 16, 2017, in the event that the tenants abide by the terms of condition #1 of this agreement.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

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, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In the event that the tenants abide by the terms of condition #1 of the agreement, the landlord's 10 Day Notice, dated March 16, 2017, is cancelled and is of no force or effect, and the tenancy will continue as per the *Act*. In the event the tenants fail to abide by the terms of condition #1 of the agreement, this tenancy will end, and the tenants and any occupants in the suite will have to vacate the rental unit.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, effective two days after service of this Order on the tenants. The landlord is provided with this Order in the above terms and the tenants must be served with this Order **only** in the event that the tenants do not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after May 12, 2017. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$2,000.00. The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #1 of the above agreement. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 10, 2017

Residential Tenancy Branch