



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTCAN PROPERTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the "*Act*") to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 40.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant LR represented both co-tenants. The landlord JW represented both himself and the corporate landlord.

As the parties were both in attendance I confirmed that there were no issues with service of the landlords' 1 Month Notice, the tenants' application for dispute resolution, and evidence. Based on the testimonies of the parties I find that the landlord served the tenant with the 1 Month Notice in accordance with section 81 of the *Act* and the tenants served the landlord with their application for dispute resolution in accordance with section 82 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. This tenancy will continue pursuant to the existing tenancy agreement and will end on 1:00 pm, June 30, 2017, by which time the tenants and any other occupants will have vacated the rental unit.
2. The tenants will pay the landlords the outstanding rent of \$577.76 for the months of May and June, 2017 by 5:00 pm on June 1, 2017.
3. The landlords will refund the tenants half a month's rent, \$144.44 if the tenants vacate the rental unit by June 15, 2017.
4. This settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

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

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 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.

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: June 1, 2017

Residential Tenancy Branch