



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR MNDC ERP PSF FF

### **Introduction**

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 60;
- an order to the landlords to make repairs to the rental unit pursuant to section 27;
- an order to the landlords to provide services or facilities required by law pursuant to section 58; and
- authorization to recover the filing fee for this application, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

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

The tenant confirmed receipt of the 10 Notice to End Tenancy for Cause (the 10 Day Notice) dated April 17, 2017, with an effective date of June 28, 2017. Accordingly, I find that the 10 Day Notice was served to the tenant 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. Both parties agreed that this tenancy will end at 1:00 p.m. on August 31, 2017, by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlords agreed that the 10 Day Notice, dated April 17, 2017, is cancelled and is of no force or effect.
3. The tenant agreed to pay the landlords the \$1,200.00 in outstanding rent according to the following schedule: \$1,000.00 is payable by 4:00 p.m. on May 25, 2017, and the remaining \$200.00 is payable on or before August 31, 2017.
4. The tenant agreed to pay rent as required by the *Act*. The landlords agreed to reduce the monthly rent to \$575.00, which is to be paid on or before the following dates: June 2017 rent is to be paid by June 2, 2017; July 2017 rent is to be paid by July 1, 2017, and August rent is to be paid by August 4, 2017.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising from this tenancy.

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**

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 landlords, which is to take effect by 1:00 p.m. on August 31, 2017. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant 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 landlords' favour in the amount of \$1,200.00. The landlords are provided with this Order in the

above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #3 of the above agreement. Should the tenant 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.

The landlords' 10 Day Notice, dated April 17, 2017, is cancelled and is of no force or effect.

To give effect to Condition #4 of the settlement agreement, I order that the monthly rent for the months of June, July and August 2017 is set at \$575.00. I order that monthly rent for June 2017 is due on June 2, 2017, monthly rent for July 2017 is due on July 1, 2017, and monthly rent for August 2017 is due on August 4, 2017.

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 26, 2017

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Residential Tenancy Branch