



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **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 tenant 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 tenant was duly served with the application.

The tenant confirmed receipt of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated February 12, 2017, with an effective date of February 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. The tenant agreed to pay, in full, the outstanding rent in the amount of \$1,310.00 for the months of August 2016 to July 2017, to the landlord by 12:00 p.m. on or before September 30, 2017.
2. The parties agreed that this tenancy will continue per the *Act* on the condition that the tenant abides by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenant fails to abide by condition #1 in the agreement, and that the tenant 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 February 12, 2017, in the event that the tenant abides 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 tenant abides by the terms of condition #1 of the agreement, the landlord's 10 Day Notice, dated February 12, 2017, is cancelled and is of no force or effect, and the tenancy will continue as per the *Act*. In the event the tenant fails to abide by the terms of condition #1 of the agreement, this tenancy will end, and the tenant 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 tenant. 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 tenant does not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after September 30, 2017. 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 landlord's favour in the amount of \$1,310.00. The landlord is 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 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: July 10, 2017

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Residential Tenancy Branch