



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRESTON ENTERPRISES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR DRI OLC ERP LAT LRE MNDC MNR PSF RP RR FF

Introduction

This hearing dealt with the tenant's application pursuant to the Manufactured Home Park Tenancy Act ("the Act") for: cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 39; an order regarding a disputed additional rent increase pursuant to section 36; a monetary order for compensation for damage or loss under the Act pursuant to section 60; a monetary order for the cost of emergency repairs to the rental unit pursuant to section 27; an order requiring the landlord to comply with the Act pursuant to section 55; an order that the landlord provide services or facilities required by law pursuant to section 58; an order that the landlord make repairs to the rental unit pursuant to section 55; an order to allow the tenant(s) to reduce rent for repairs, services or facilities not provided, pursuant to section 58; an order to set conditions on the landlord's right to enter the rental unit pursuant to section 63; 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, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing: the landlord confirmed receipt of the tenant's Application for Dispute Resolution and evidentiary materials. The tenant confirmed receipt of the landlord's 10 Day Notice in the manner described by the landlord as well as the landlord's written submissions for this hearing.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

The tenant applied for remedies under the Act as well as compensation and cancellation of the landlord's notice to end tenancy. In her application, she stated that, after a fire occurred at the manufactured home park in April 2017, she was without hot water, heat, and electricity for her unit for an extended period of time. She testified that the landlord took away the power from the unit in May 2017 when the tenant failed to pay rent. The landlord disputed some claims made by the tenant and indicated that she issued the 10 Day Notice in good faith as the tenant had withheld rent.

After consideration of both of the parties positions, the tenant and landlord were able to reach an agreement to end the tenancy and compensate the tenant.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord agreed to pay the tenant \$3000.00 on August 1, 2017.
2. The tenant agreed to vacate the rental unit on or before August 15, 2017, 2017 at one in the afternoon.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties and any disputes arising from this tenancy up to the date and time of this hearing.

The landlord and tenant were provided guidance with respect to their obligations under the Act. The landlord and tenant were advised that they were not required to reach an agreement. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, I provide an Order of Possession dated August 15, 2017 to the landlord **to be used if and only if the tenant fails to vacate the rental unit** in accordance with the settlement agreement above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give further effect to the settlement reached between the parties, I issue a monetary order to the tenant in the amount of \$3000.00 **to be used if and only if the landlord does not compensate her in accordance with the above agreement.**

The tenant is provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord 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 13, 2017

Residential Tenancy Branch