



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNLC, CNL, MNDC

### Introduction

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

- cancellation of the landlord's 12 Month Notice to End Tenancy for Conversion of Manufactured Home Park ("12 Month Notice"), pursuant to sections 40 and 42;
- a monetary order for compensation for damage or loss under the *Act*, *Manufactured Home Park Tenancy Regulation* or tenancy agreement, pursuant to section 60.

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. This hearing lasted approximately 49 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed receipt of the landlord's 12 Month Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is May 31, 2018. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was duly served with the landlord's 12 Month Notice.

### Settlement

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 and orders. 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 by 1:00 p.m. on May 31, 2018, by which time the tenant and any other occupants will have vacated the manufactured home site;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 12 Month Notice, dated May 16, 2017;
3. The landlord agreed that the tenant is entitled to twelve months of free rent compensation pursuant to section 44 of the *Act* and the landlord's 12 Month Notice, on the following terms:
  - a. The landlord agreed that the tenant is not required to pay any rent to the landlord for the period from August 1, 2017 to May 31, 2018;
  - b. The tenant agreed to cancel his direct rent cheques owed by the Ministry on behalf of the tenant to the landlord for the period from August 1, 2017 to May 31, 2018;
  - c. The landlord agreed to pay the tenant \$7,000.00 by way of a cheque to be sent out by mail by July 18, 2017;
4. Both parties agreed that the tenant will remove the power, septic and sewer systems at the manufactured home site and return the site to its original condition from the beginning of this tenancy;
5. The tenant agreed that he will not initiate any future claims or applications against the former landlord of the manufactured home site at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 used by the landlord **only** if the tenant and any other occupants fail to vacate the manufactured home site by 1:00 p.m. on May 31, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate manufactured home site by 1:00 p.m. on May 31, 2018. 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, I issue a monetary Order in the tenant's favour in the amount of \$7,000.00. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #3(c) of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #3(c) of the above monetary agreement. 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 27, 2017

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Residential Tenancy Branch