



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC FF

Introduction:

Both parties attended the hearing and gave sworn testimony. The Notice to End Tenancy for cause is dated May 29, 2017 to be effective July 1, 2017 and the tenant confirmed she received it on May 29, 2017. The landlord confirmed they received the Application for Dispute Resolution by registered mail from the tenant. The tenant applies pursuant to the *Manufactured Home Park Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause pursuant to section 40; and
- b) To recover the filing fee.

Issues to be Decided:

Has the landlord proved on the balance of probabilities that there is cause to end the tenancy? Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended and were given an opportunity to be heard, to question each other, present evidence and make submissions. The Notice to End Tenancy was a one month notice given for cause pursuant to section 40 of the Act. The landlord stated the cause was the lack of maintenance of the tenant's mobile home. They said they give notices of deficiencies each year to tenants and they usually conform and correct the deficiencies. They said this tenant had a previous hearing in 2012 and corrected certain items after the hearing. However, she has not corrected the deficiencies that were pointed out in her 2016 Notice.

The tenant said she has lived in the home since August 1995, site rent is \$400 a month and she wants to stay. She said she never got any Notices of deficiencies since 2012 and asked the landlord to specify them. The landlord said her stairs and connecting porch to her front door were unsafe, there are some holes in the home and it needs to be repainted and the grass around the home needs to be maintained. The neighbours complain about unsightly homes in the park as it devalues everyone's property.

The tenant said she is willing to correct the deficiencies but needs some time because of her financial situation. She pointed out that the landlord had cut down a tree beside the trailer but not removed the stump. The stump has produced suckers that are interfering with her space. The landlord promised he would take care of that as soon as possible. After further discussion of the issues, the owner, the manager and the tenant freely and voluntarily arrived at a settlement to which they could all agree. The settlement agreement is as follows:

Settlement Agreement:

- 1. The tenant will repair or replace the stairs and deck leading to her door by June 2018.**
- 2. The tenant will power wash (or paint) the trailer by June 2018.**
- 3. The tenant will maintain the grass around the trailer.**
- 4. The landlord will assist the tenant with advice on how to manage these items in a cost effective way.**
- 5. This settles all matters between the parties to the date of this agreement.**

No documents were submitted as evidence. On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion:

Based on the above noted settlement agreement, **I HEREBY ORDER THAT:**

- 1. The tenant must repair or replace the stairs and deck leading to her door by June 2018.**
- 2. The tenant must power wash (or paint) her trailer by June 2018.**
- 3. The tenant must maintain the grass around her trailer.**

No filing fee is awarded as the matter was settled.

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 25, 2017

Residential Tenancy Branch