



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MULBERRY PARK DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* direct request proceeding, pursuant to section 48(4) of the *Manufactured Home Park Tenancy Act* (the *Act*), and dealt with an application for dispute resolution by the landlord for an order of possession based on unpaid rent and for a monetary Order.

In a decision dated July 24, 2017, the adjudicator found that she was unable to confirm service of the 10 day notice or the notices of direct request proceeding to the tenants, which is a requirement of the direct request proceeding, and accordingly the adjudicator found that a participatory hearing was necessary to address this issue.

The participatory hearing was scheduled for this date. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

At the start of the hearing the landlord informed me that the tenant had paid all rent owed. Accordingly the landlord's application for a monetary order is moot.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began in June 2013. The tenant owns her trailer and is renting a pad in the mobile home park. The monthly rent is \$410.00 payable on the first of each month.

On June 05, 2017, the landlord served the tenant with a notice to end tenancy for non-payment of rent, in the amount of \$1,150.00. The tenant did not dispute the notice. The tenant paid the full amount of rent owed but did not do so within the legislated time frame of 5 days. The issues regarding late payments of rent and other remedies that the landlord was seeking were discussed.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 56 of the *Manufactured Home Park Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. The landlord agreed to set aside the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to pay rent on the date that it is due which is the first day of each month.
2. The tenant agreed to provide the landlord with four postdated rent cheques for September to December 2017, prior to September 01, 2017.
3. The tenant agreed to provide the landlord with 12 postdated cheques on January 01, 2018 for the full year of 2018. The tenant also agreed to provide the landlord with 12 postdated rent cheques on January 01 of each subsequent year of tenancy.
4. The tenant agreed to remove an unlicensed van and freezer located outside the tenant's trailer, on or before September 30, 2017
5. The tenant agreed to provide the landlord with contact information consisting of the phone number and mailing address of the landlord's local agent
6. The tenant agreed to replace an oil tank according to the guidelines of the home park, by September 30, 2017.
7. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The tenant would be wise to ensure that the landlord receives rent on the first of each month. I find it timely to put the tenants on notice that, if delays in paying rent were to occur again in the future and another notice to end tenancy issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator for consideration.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 56 of the *Manufactured Home Park Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

As per the above agreement, the notice to end tenancy is set aside and the tenancy will continue.

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: August 22, 2017

Residential Tenancy Branch