



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EL CAMINO MOBILE HOME PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

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

- an order of possession for unpaid rent, pursuant to section 48;
- a monetary order for unpaid rent, pursuant to section 60; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The individual landlord SS ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she is the manager of the manufactured home park and that she had authority to speak on behalf of the landlord company named in this application at this hearing (collectively "landlords").

The landlords provided written evidence indicating that they sent their application for dispute resolution hearing package to the tenant on June 27, 2017, by way of registered mail. They provided a Canada Post receipt and tracking number with their application. The tenant said that she had someone pick up her mail while she was unable to do so but she did not receive the application because there was a problem with the person picking up her mail. She stated that she spoke to the landlord about three weeks before this hearing date and was informed about the hearing. I asked the tenant whether she had any objection to me considering the landlords' application at this hearing and she said that she did not. In accordance with section 82 and 83 of the *Act*, I find that the tenant was deemed served with the landlords' application on July 2, 2017, five days after its registered mailing. I considered the landlords' application and proceeded with the hearing on the basis of the tenant's consent and the fact that she was aware of the orders being sought against her by the landlords.

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 and orders. During the hearing, the parties 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 the landlords rent according to the following payment plan:
 - a. \$870.00 by September 30, 2017;
 - b. \$870.00 by October 31, 2017;
 - c. \$600.00 by November 30, 2017;
 - d. \$600.00 by December 31, 2017;
 - e. \$600.00 by January 31, 2018;
 - f. \$600.00 by February 28, 2018;
2. Both parties agreed that this tenancy will continue in the event that the tenant abides by conditions #1(a) and (b) and (c) and (d) and (e) and (f) above, inclusive. In that event, the landlords' 10 Day Notice to End tenancy for Unpaid Rent or Utilities, dated June 6, 2017 ("10 Day Notice"), is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, which expires on March 31, 2018, if the tenant does not abide by conditions #1(a) or (b) or (c) or (d) or (e) or (f) of the above settlement;
4. Both parties agreed that the tenant will resume paying the original monthly rent of \$300.00 per month as of March 1, 2018 onwards, which is payable on the first day of each month;
5. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
6. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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.

The landlord confirmed that she agreed and understood that this settlement was binding upon the landlord company named in this application.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlord(s) **only** if the tenant does not abide by conditions #1(a) or (b) or (c) or (d) or (e) or (f) of the above settlement. This **ORDER OF POSSESSION EXPIRES ON MARCH 31, 2018** and it cannot be served upon the tenant after **March 31, 2018**. The tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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 the event that the tenant abides by conditions #1(a) and (b) and (c) and (d) and (e) and (f) of the above settlement, I find that the landlords' 10 Day Notice, dated June 6, 2017, is cancelled and of no force or effect. In that event, this tenancy continues until it is ended in accordance with the *Act*.

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 landlords' favour in the amount of \$2,340.00, the current amount owing for this tenancy until August 31, 2017. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$2,340.00 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

If the landlords require a monetary order for the other amounts owing after September 1, 2017, the landlords can file a new application for dispute resolution against the tenant.

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 28, 2017

Residential Tenancy Branch