



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, PSF, O

Introduction

This hearing dealt with the tenant's application filed May 2, 2017 under the *Manufactured Home Park Tenancy Act* (the "Act") for a monetary order for damage or loss and for orders that the landlord make repairs and provide services or facilities. The tenant also applied for "other" unspecified relief.

A hearing was scheduled for June 12, 2017, and both the the tenant and a manager attended. At the hearing the tenant had opportunity to make her submissions. The manager on behalf of the landlord did not have sufficient time to respond to those submissions, and so the hearing was adjourned and reconvened to today's date.

At both hearings, the process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions.

At the outset of the initial hearing, and again at its continuation, I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 56 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The tenant withdraws her application, including her application for a monetary order (and any money she might have been awarded can go towards the work outlined below).
2. The landlord will engage an arborist to assess whether the pine tree located on the tenant's site should be removed.
 - a. If the arborist recommends removal of the pine tree, then the landlord will pay for the cost of that removal.
 - b. If removal of the pine tree is not required, then:
 - i. the tenant will continue to collect and dispose of the tree debris and will store the bagged debris around the back of her home and out of site until she has the opportunity to dispose of it; and
 - ii. the landlord recognizes that the grass under the circumference of the pine tree will remain compromised.
3. The landlord will at its expense add topsoil and reseed, or deposit grass sod on, the 2009 dig site area.
4. The tenant recognizes and agrees to abide by the terms of her tenancy agreement.
5. The landlord will communicate with the tenant through the manager attending at the hearing (DS).
6. Both parties will do their utmost to communicate respectfully with one another.

The manager attending on behalf of the landlord confirmed that he had authority to settle the dispute on the terms set out above.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: **August 11,** ~~June 12,~~ 2017

Residential Tenancy Branch

ORDER AMENDED PURSUANT TO SECTION 78(1)(A)
OF THE RESIDENTIAL TENANCY ACT ON **August**
29, 2017
AT THE PLACES INDICATED IN **BOLD**.