



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE POOL CAMPSITE INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*. The landlord served the tenant with a one month notice to end tenancy for cause. The tenant applied for an order to set aside the notice to end tenancy.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

The tenancy started in November 2013. The monthly rent is \$350.00 payable on the first of the month. On July 05, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

During the hearing the reasons for the notice were discussed at length. 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. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to pay rent on time

2. The tenant agreed that both tenants of this rental unit and their visitors would not engage in any drug related activity inside the manufactured home park
3. The tenant agreed to observe quiet times between 10:00pm and 08:00 am
4. The tenant agreed not to create any noise disturbances which would give the other occupants of the park, reason to complain about.
5. The tenant agreed to ensure that all her visitors would sign in at the front desk.
6. The tenant agreed to have her dog on a leash at all times in public areas.
7. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from giving other occupants of the park reason to complain. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

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.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the tenancy agreement, the *Act* and the above terms.

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: September 14, 2017

Residential Tenancy Branch