



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, MT, FF

Introduction

A hearing was convened to deal with cross-applications under the *Manufactured Home Park Tenancy Act* (the “Act”). The tenant’s application, filed July 7, 2017, was for an order cancelling a 1 Month Notice to End Tenancy for Cause dated June 13, 2017 (the “1 Month Notice”), for more time, and for recovery of the application filing fee. The landlord’s application, dated July 15, 2017, was for an order of possession based on the 1 Month Notice.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions. Two witnesses attended with the tenant but their evidence was not required.

At the outset of the hearing 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. Accordingly, I have made no findings of fact with respect to the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice and the application filed July 15, 2017.
2. The tenant withdraws his application to dispute the landlord’s 1 Month Notice filed July 7, 2017.
3. **The tenant will maintain the site** in good repair and in a neat, clean, and sanitary condition, and, in particular:
 - a. will not keep or store appliances, furniture, or other unused items, on the site;
 - b. will store his utility trailer off-site no later than **September 30, 2017**.

4. The tenant will **maintain his manufactured home**, and, in particular:
 - a. will paint all skirting on the manufactured home and all metal siding on the porch the same colour, **no later than October 31, 2017**, provided the landlord assists him in ensuring safe access by notifying his neighbours in advance of the work as set out in paragraph 6(d), below; and
 - b. the tenant will repair the siding on his manufactured home **no later than October 31, 2017**, provided the landlord assists him in ensuring safe access by provided the landlord assists him in ensuring safe access by notifying his neighbours in advance of the work as set out in paragraph 6(d), below.
5. The tenant will provide the landlord with proof of safety certification for his wood-burning stove before he first uses it and **no later than October 31, 2017**.
6. The landlord and the tenant **will communicate and cooperate** with one another in order to ensure that the site and the manufactured home are kept in good repair, and, in particular:
 - a. will inspect the site and/or the manufactured home exterior together, as necessary, and upon 24 hours written notice by the landlord;
 - b. will agree together on the following details with respect to any work that needs to be done:
 - i. what work will be done and any specifications (for example, the construction of a fence in a specific location and of a specific length, height, and material);
 - ii. the date(s) and time(s) during which the tenant will complete the work; and
 - iii. the date by which the tenant will have completed the work, including all clean-up;
 - c. the landlord and tenant will commit these agreements to writing;
 - d. the landlord will give written notice of the time(s) and date(s) of the work to any neighbours who may be affected by it, and will also give a copy of that written notice to the tenant;

- e. the tenant will complete the work on the date(s) and time(s) set out in that notice;
and
 - f. the tenant will not deviate from the written agreement reached between the parties without written permission from the landlord.
7. In the event of an incident or threatened incident that threatens the safety or property of the tenant or another occupant of the manufactured home park, the tenant will notify the landlord at the same time that he notifies the police, and the landlord will attend at the same time as the police so that she will know what has occurred.

Conclusion

This matter has been settled.

The parties are bound by the agreement set out above, and by their (oral) 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: September 20, 2017

Residential Tenancy Branch