



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes O

### Introduction

A hearing was convened based on the landlords' application filed July 13, 2017 under the *Residential Tenancy Act* seeking "other" relief. Specifically, the landlords sought a determination of whether the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act* applies to the tenancy at issue.

Both of the landlords attended, as did the tenant and his advocate. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

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 the legislation. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

After hearing the parties' testimony, I concluded that this tenancy falls under the *Manufactured Home Park Tenancy Act* as the parties agreed that the tenant now owns the manufactured home in question and leases the site. Accordingly, I have amended the landlords' application to reflect this.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below and in light of my finding that the tenancy falls under the *Manufactured Home Park Tenancy Act*:

1. The landlords withdraw their application.
2. The parties recognize that this tenancy is governed by the *Manufactured Home Park Tenancy Act* as the tenant now owns the manufactured home in question.
3. The parties agree that this is a fixed term tenancy expiring on October 1, 2018, and the tenant agrees to vacate the site by October 1, 2018.
4. The landlords agree that if the tenant wishes to vacate the site before October 1, 2018, he may do so and the landlords will not claim against the tenant for unpaid rent for the remainder of the term of the tenancy agreement.
5. The tenant agrees that he will provide the landlords with sufficient notice of his departure so that they may be present on the property when he removes his manufactured home and disconnects

from the site.

6. The tenant acknowledges and agrees that the landlords will be building on the property over the remainder of the term of the tenancy.
7. The parties agree to cooperate to minimize any disruptions to the tenant as the result of this construction.
8. The tenant acknowledges and agrees that the landlords will be living on the property beginning in or around April, 2018, and before the expiration of the term of this tenancy.
9. The landlords will address the current concerns and hazards identified by the power inspector no later than October 31, 2017.

In support of this settlement agreement and with the consent of the parties, I issue an order of possession effective at **1:00 pm on October 1, 2018.**

#### 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 *Manufactured Home Park Tenancy Act*.

Dated: September 27, 2017

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Residential Tenancy Branch