



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on October 20, 2017. The Landlord applied for the following relief, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and,
- to recover the filing fee from the tenant for the cost of this application.

The Landlord's and the Tenant both attended the hearing and provided affirmed testimony.

Settlement Agreement

During the hearing, the landlord indicated that he does not need an order of possession or a monetary order because he had reached a settlement agreement with the tenant prior this hearing. Given this information, the landlord's application has been withdrawn in pursuit of the settlement agreement listed below.

The parties agreed upon the following facts and laid out the terms of their settlement agreement as follows:

- The tenant owes over \$5,000.00 in unpaid and past due rent (\$5,881.58 as per the account printout on September 7, 2017) but both parties agreed that the tenant would only have to pay \$4,750.00 in order to settle his arrears.
- Current rent is \$367.50 and is due on the first of the month.

- The parties agreed that, in addition to monthly rent, the tenant would pay \$332.50 each month (the “arrears payment”) until he has paid off \$4,750.00.
- The parties agreed that, although continues to be due on the first of the month, the monthly arrears payment could be made any time during the calendar month.

The landlord asked for a conditional Order of Possession in case the tenant failed to honour the agreement with respect to his monthly arrears payments of \$332.50. I turn to section 63 of the *Act*, which allows me to assist the parties to reach an agreement and provide the supporting Orders. I order that the landlord may serve and enforce the Order of Possession if the tenant fails to make an arrears payment in a calendar month.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce if the tenant fails to make an arrears payment in a calendar month. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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: October 20, 2017

Residential Tenancy Branch