



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords' application: OPC OPB FF

Tenants' application: CNC FF

Introduction

This hearing was convened as a result of the cross-applications for dispute resolution (the "applications") under the *Manufactured Home Park Tenancy Act*. (the "*Act*"). The landlords applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") and for breach of the tenancy agreement, and to recover the cost of the filing fee. The tenants applied to cancel a 1 Month Notice and to recover the cost of the filing fee.

The tenant L.B. (the "tenant"), landlord N.C. (the "landlord") and the owner of the Manufactured Home Park attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenants will comply with the following rules for the remainder of the tenancy:
 - A. The site must be kept clean of weeds and grass is to be mowed weekly including 1 foot past the hydro pole at the rear of the site and to the road at the front of the site.
 - B. Rent must be paid by the first day of each month and that the tenant must provide at least 3 months of post-dated cheques in advance.

- C. The parties agree that neither party will use foul language or obscenities.
- D. The parties agree that the tenants may only park 2 insured vehicles on the gravel parking area and that parking on the grass is not permitted.
- 1. The landlords agree not to enforce the 20 day Order of Possession if the tenants comply with the items 1A through 1D inclusive above.
- 2. Pursuant to #2 above, the landlords are granted an Order of Possession effective 20 days after service on the tenants.
- 3. The parties agree that the Order of Possession will no longer be effective after **November 1, 2019.**
- 4. The tenants agree to pay the landlords **\$100.00** in full recovery of the cost of the landlords' filing fee. As a result, the landlords are granted a monetary order in the amount of **\$100.00** pursuant to section 65 of the *Act*.

This settlement agreement was reached in accordance with section 56 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

Conclusion

Pursuant to section 56 of the *Manufactured Home Park Tenancy Act* I order the parties to comply with the terms described above which forms their mutually settled agreement and which is binding between the parties under the *Act*.

The landlords have been granted a monetary order in the amount of **\$100.00**. Should the tenants fail to pay the landlords \$100.00 the landlords must serve the tenants with the monetary order before applying to the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: November 2, 2017

Residential Tenancy Branch