



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR OPR FF

### Introduction

This hearing dealt with an application by the landlord pursuant to the *Manufactured Home Park Tenancy Act* ("the Act") for orders as follows:

- an Order of Possession pursuant to section 48;
- a Monetary Order for unpaid rent pursuant to section 60; and
- to recover the filing fee from the tenant for the cost of this application pursuant to section 65.

Both the tenant and the Property Manager, D.M. (the "landlord") appeared at the hearing. Both parties were given a full opportunity to be heard, to present evidence and to make submissions. D.M. provided undisputed testimony that a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") was posted on the tenant's door on September 11, 2017. A proof of service signed by J.L. on September 11, 2017 was submitted to the hearing as part of the landlord's evidentiary package and the tenant acknowledged receipt of the landlord's notice. Pursuant to section 81 of the *Act*, the tenant is deemed to have been served with the 10 Day Notice on September 14, 2017, three days after its service.

The tenant confirmed receipt of the landlord's application for dispute resolution and evidentiary package by way of Canada Post Registered Mail. Pursuant to sections 81 & 82 of the *Act*, the tenant is found to have been served in accordance with the *Act*.

### Analysis

Pursuant to section 56 of the *Act*, the Arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to accept payment of \$169.80 in full satisfaction for outstanding rent on November 29, 2017.
2. The landlord agreed to withdraw the 10 Day Notice issued on September 11, 2017 provided that the tenant made a payment of \$169.80 in its entirety by November 29, 2017.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

The landlord is granted an Order of Possession that is to be used **only** in the event that the tenant fails to fulfil Term #1 of this agreement.

The landlord is granted a monetary order of \$169.80. The landlord is provided with a Monetary Order in the above terms and the tenant is to be served with this Order should the tenant fail to pay the outstanding amount by November 29, 2017. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: November 22, 2017

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Residential Tenancy Branch