



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE POOL CAMPSITE INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with the tenants' application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

At the outset of the hearing, I explored service of hearing documents upon each other and the Residential Tenancy Branch. The tenants had served their hearing package upon the landlord's agent in person on September 13, 2017 but did not serve their written submissions or evidence upon the landlord. The landlord served its written submission and evidence upon the tenants in person on November 6, 2017. I admitted the landlord's written submission and evidence into evidence. The tenants were given the opportunity to provide their submissions orally and to read from relevant documentary evidence during the hearing.

I heard that the rental site is located in a campground and RV park. Both parties indicated the *Manufactured Home Park Tenancy Act* applied to their agreement and neither party made any submissions or arguments to the contrary. I heard that the tenant(s) have been occupying the subject rental site since April 2015 and are required to pay a monthly rent, without any tax, and are required to pay the landlord hydro as their site is separately metered for hydro. I heard the tenants reside in a motorhome that has been stationary on the site for a number of years and that the motorhome was given to the tenant by a third party, although the tenant has not yet registered the motorhome in his name. In these circumstances, I was reasonably satisfied that the agreement between the parties would fall under the *Manufactured Home Park Tenancy Act* and that I have jurisdiction to resolve this dispute.

During the hearing, the landlord asserted that the tenants were growing and making of illegal drugs at the rental site. The tenants denied making drugs but acknowledged that some marijuana plants were growing on the site until the police attended the property. The landlord called a witness to testify during the hearing and the tenants were given the opportunity to

question the witness. The witness had an audio recorded of a conversation that took place between her and the tenants. The witness stated that in the audio recording the tenants can be heard admitting to making of drugs. I requested the witness play the audio recorded during the hearing, which she did. The tenants' admitted to making of marijuana oil but claim they were merely describing the process for making "shatter" to the witness. The tenants also denied having knowledge or giving consent to be recorded by the witness. The witness stated the audio recording was obtained with the tenant's consent. I informed the parties that I would consider the content of the audio recording as I have the discretion under the Act to consider evidence that I find to be necessary and appropriate and relevant in the circumstances even if the evidence was not gathered in accordance with Rules of Evidence that apply in a court of law. Section 68 provides me the authority to do this. Section 68 is reproduced below for the parties' reference.

Rules of evidence do not apply

68 The director may admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that the director considers to be

(a) necessary and appropriate, and

(b) relevant to the dispute resolution proceeding

After both parties had the opportunity to present their respective arguments and evidence, the parties turned their minds to resolving this dispute by way of a mutual agreement. I facilitated a mutual agreement between the parties that I have recorded by way of this decision and the Order that accompanies it.

On another procedural matter, the style of cause was amended, with consent, to name the landlord as it appears on the 1 Month Notice to End Tenancy for Cause.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties mutually agreed to the following terms in resolution of this matter:

1. The tenancy shall continue until no later than January 31, 2018 at which point the tenants will return vacant possession of the rental site to the landlord.

2. The tenants are at liberty to end their tenancy earlier than January 31, 2018 by giving notice to the landlord that may be less than the notice requirements provided under the Act (ie: the landlord will waive the entitlement to receive one full month of written notice from the tenants).

Analysis

Pursuant to section 56 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession that has an effective date of January 31, 2018 to serve and enforce upon the tenants.

Conclusion

The parties reached a mutual agreement in resolution of this matter that I have recorded by way of this decision and the Order that accompanies it. In recognition of the mutual agreement I provide the landlord with an Order of Possession effective on January 31, 2018.

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 30, 2017

Residential Tenancy Branch