



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenant under the *Manufactured Home Park Tenancy Act* (the “Act”), seeking more time to file an Application, and seeking to cancel a One Month Notice to End Tenancy for Cause.

The hearing was originally convened by telephone conference call on September 22, 2017, at 9:00 A.M. and was attended by the Tenant, the Tenant's original advocate, and the Landlord, all of whom provided affirmed testimony. During that hearing a settlement agreement was reached.

However, upon reflection I determined that certain required terms in the settlement were missing. An interim decision was made on September 29, 2017, in which I ordered that the matter be reconvened to clarify the terms of the settlement agreement. A hearing was scheduled and notices sent to the parties by the Residential Tenancy Branch (the “Branch”).

In the meantime, on October 11, 2017, the Landlord applied for a correction to the interim decision that was made on September 29, 2017, and sent out with the notices of hearing. In essence, the Landlord was requesting that the terms of the interim settlement agreement reached on September 22, 2017, be included in the interim decision. A corrected interim decision was made on September 29, 2017.

The hearing was convened by telephone conference call on December 12, 2017, at 9:30 A.M. The Landlord, the Tenant's agent (the “Agent”), who is also the Tenant's father, and the Tenant's new advocate (the “Advocate”) attended at the scheduled time, ready to proceed.

The opportunity for settlement was discussed with the parties during both hearings and the parties were able to reach a mutual agreement as follows:

During the hearings, the parties mutually agreed of their own free will to settle this matter as follows:

1. The Tenant agrees to list the mobile home located at the mobile home park site which is the subject of this dispute, for sale with a realtor no later than November 1, 2017;
2. The Parties agree and understand that the Landlord must approve the assignment of the tenancy agreement to the purchaser of the mobile home in accordance with the *Manufactured Home Park Tenancy Regulations* (the "Regulations");
3. The Tenant agrees not to sell cigarettes in the mobile home park;
4. Without unreasonably restricting the Tenants right to have guests, the Tenant agrees to keep the noise and the number of visitors to their mobile home to a reasonable level at all times. In particular, the Tenant agrees to keep the noise and the number of visitors to their mobile home to a reasonable level after 11:00 pm, so as not to unreasonably disturb the other Tenants of the mobile home park;
5. The parties agree that a conditional Order of Possession will be issued to the Landlord in support of this settlement agreement. The Landlord remains at liberty to serve the conditional Order of Possession on the Tenant if the Tenant fails to abide by any of the conditions of this settlement agreement. The Order of Possession will be effective two days after service on the Tenant and **must** be served on the Tenant on or before May 12, 2018, at 11:59 P.M. in order to be effective;
6. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

At the conclusion of the hearing, I advised the parties that I would document their agreement in my Decision and supporting Order. This agreement and decision clarifies and corrects all previous agreements and my interim decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 15, 2017

Residential Tenancy Branch