



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated October 30, 2017 ("1 Month Notice"), pursuant to section 40.

The landlords' agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the manager of the manufactured home park and that she had authority to speak on behalf of the landlord company named in this application as an agent at this hearing. This hearing lasted approximately 28 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that both landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package.

The tenant provided a copy of the landlords' 1 Month Notice, which is the subject of this application. The effective move-out date on the notice is November 30, 2017. In accordance with sections 81 and 83 of the *Act*, I find that the tenant was duly served with the landlords' 1 Month Notice.

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 and orders. 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. Both parties agreed that this tenancy will continue until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlords' 1 Month Notice, dated October 30, 2017, is cancelled and of no force or effect;
3. The tenant agreed that her mother will not visit her or stay overnight at the manufactured home or the manufactured home site for the remainder of this tenancy, except for one visit for initial contact when the tenant will inform her mother of this new settlement term;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

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

Conclusion

The landlords' 1 Month Notice, dated October 30, 2017, is cancelled and of no force or effect.

I order that this tenancy continues until it is ended in accordance with the *Act*.

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: January 08, 2018

Residential Tenancy Branch