



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNC*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*. The landlord served the tenant with a one month notice to end tenancy for cause. The tenant applied for an order to set aside the notice to end tenancy. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

The tenancy started in July 2004. The monthly rent is \$330.00 payable on the first of the month. On November 18, 2018, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 56 of the *Manufactured home Park Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to allow the landlord to inspect the wood burning stove inside the trailer, with appropriate notice to enter.
2. The tenant agreed to remove the utility trailer from the property of the manufactured home park on or before February 17, 2018.
3. The tenant agreed to contact an insurance agent to make arrangements for an inspection by the insurance agent if required by February 09, 2018. The landlord has provided the tenant with the contact information of an insurance agent that she used to insure her 40 plus year old trailer, to assist the tenant in obtaining home insurance.
4. The tenant agreed to abide by the park rules that came into effect in August 2017
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from contravening the terms of the above agreement and the park rules. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with Section 56 of the *Manufactured home Park Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the tenancy agreement, the *Act* and the above terms.

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: February 07, 2018

Residential Tenancy Branch