



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, AS

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, undated with an effective move-out date of February 28, 2018 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the manufactured home, pursuant to section 70;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld, pursuant to section 65.

The landlord, the tenant and the tenant's agent 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 tenant confirmed that his agent had permission to assist him at this hearing. The tenant's repair professional attended this hearing in order to assist with this settlement. This hearing lasted approximately 71 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 landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The landlord confirmed that he did not receive a copy of the tenant's medical marijuana license, which the tenant said was not served to the landlord. As the parties agreed to settle this matter between themselves rather than proceed with a full hearing on the merits, I do not find it necessary to record findings of service regarding this document as it was not referenced by the parties during settlement.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to remove the tenant's agent as a party to this proceeding. She was initially listed as a tenant-applicant in this application but confirmed that she did not reside at the manufactured home or the manufactured home site and was not planning to return. Both the landlord and tenant agreed to this amendment request by the tenant's agent.

During the hearing, both parties agreed that this application was correctly filed pursuant to the *Act* and not the *Manufactured Home Park Tenancy Act*. Both parties agreed that the tenant rents both the manufactured home (which is a trailer) and the manufactured home site from the landlord.

Settlement Terms

Pursuant to section 63 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 their dispute:

1. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
2. Both parties agreed that the tenant's agent is no longer a tenant that is part of this tenancy and that the male tenant is the only tenant living at the manufactured home and site and only he is bound by the terms of the parties' tenancy agreement;
3. The landlord agreed that his 1 Month Notice is cancelled and of no force or effect;
4. Both parties agreed that the tenant is entitled to have guests at the manufactured home site, the tenant agreed to respect the landlord and other occupants' rights to quiet enjoyment at the manufactured home park, and there will be no other occupants residing at the manufactured home or site with the tenant;

5. Both parties agreed to meet at 1:00 p.m. on March 18, 2018 in order to do the following:
 - a. the tenant's repair professional will inspect, assess and complete a written report regarding the manufactured home damages and costs to repair;
 - b. the written report will be provided to both parties immediately;
 - c. both parties and the repair professional will have a meeting immediately to discuss the above report, what repairs will be done and who will pay the costs of such repairs;
 - d. both parties will discuss the tenant's contact information for the landlord to reach the tenant in order to complete repairs and deal with emergencies;
 - e. the tenant agreed to pay the landlord rent for March 2018 by way of money order;
6. The tenant agreed that he will not grow any marijuana at the manufactured home, site or park for the remainder of this tenancy;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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

This tenancy continues until it is ended in accordance with the *Act*. The landlord's 1 Month Notice is cancelled and of no force or effect. I order both parties to comply with the settlement terms as outlined above.

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: March 16, 2018

Residential Tenancy Branch