



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LADHA ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package in person in September 2017. Both parties acknowledged receipt of the submitted documentary evidence provided by each party. As such, I find that both parties have been sufficiently served with the notice of hearing package and the submitted documentary evidence as per section 83 of the Act.

Both parties confirmed that the tenant served to the landlord an amendment to the monetary claim seeking a lowered amount of \$5,000.00 via facsimile on March 26, 2018. The landlord's counsel (the landlord) confirmed receipt. Neither party raised any issues with service.

During the hearing it was clarified with both parties that the tenant's monetary claim would be limited to the amount filed on the submitted monetary worksheet for \$1,444.39. The tenant withdrew her claim for compensation for loss of quiet enjoyment.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks an amended monetary claim of \$1,444.39 based upon the submitted monetary worksheet for:

\$329.83	Airfare Invoice, Travel for Respite
\$501.86	Airfare Invoice, Travel for Return from Respite
\$6.50	Gas, to travel for Respite
\$15.24	Lunch, on road
\$10.00	Gas, to travel to Respite
\$8.45	Gas
\$36.50	Gas
\$55.00	Gas
\$21.00	Baggage Fee
\$120.15	4 RX. Prescription Drugs
\$339.86	Animal Hospital Invoice

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The tenant agreed to withdraw the monetary claim and all future monetary claims regarding this tenancy.

Both parties agreed to mutually end the tenancy on August 31, 2018, by which time the tenant will have vacated the rental unit.

Both parties agree to enter into a Contract of Sale within 14 days of this hearing date regarding the Manufactured Home as per the listed dispute address to include the following terms:

- Both parties agreed that the landlord shall pay to the tenant, \$11,500.00 for the Purchase of the Manufactured Home.
- Both parties agreed that the tenant must provide to the landlord a valid transfer of ownership in the tenant's legal name or in the alternative a

statement by the tenant agreeing to abandon her rights to the Manufactured Home.

- The tenant agrees to pay all outstanding taxes to the Manufactured Home.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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: April 04, 2018

Residential Tenancy Branch