



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On February 14, 2018, the Tenants submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) requesting to cancel a One Month Notice to End Tenancy for Cause (the “Notice to End Tenancy”), dated February 5, 2018. The matter was set for a participatory hearing via conference call.

The Landlord and the Tenants appeared for the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they were made aware of the hearing and had exchanged the documentary evidence that I have before me.

The Tenants and the Landlord agreed that the current, verbal tenancy agreement included terms to pay \$100.00 per month for rent. The process where the Tenants would mail a cheque to the Landlord at the end of the month, for the next month’s rent, had been the ongoing agreement for the last two years.

The Landlord testified that he had issued the Notice to End Tenancy as the Tenants had been late paying their rent for November 2017, January 2018 and February 2018. The Landlord acknowledged that the Tenants did eventually always pay their rent and, that he had not talked to or provided any written notice to the Tenants to clarify a specific day that rent was due.

The Landlord stated that there had been previous negotiations between himself and the Tenants about the end of the tenancy. The Tenants indicated that they were intending to move from the property, however, they had been hindered by the extreme seasons and personal matters. The primary issue between the Landlord and the Tenants

appeared to be the timing for the eventual end of the tenancy and the means to move the manufactured home (trailer) from the property.

Section 56 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a Decision or an Order and would be legally binding. I explained to the parties that settlement discussions are voluntary. I told the parties that if they discussed settlement but did not come to an agreement, that I would continue with the hearing and decide the matter. The parties agreed to discuss settlement. Accordingly, I assisted the parties to resolve this dispute by facilitating a settlement, agreed to by both parties.

Settlement Agreement

The Landlord and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants' Application.

1. The Landlord has agreed to withdraw the Notice to End Tenancy dated February 5, 2018.
2. The Tenants have agreed to withdraw their application to cancel the Notice to End Tenancy, dated February 5, 2018.
3. The parties agreed that the tenancy will end on July 31, 2018.
4. The Tenants are responsible to move their trailer and any personal items from the Landlord's property by July 31, 2018. If the trailer is still on the property after July 31, 2018, it will be considered abandoned and left for the Landlord's use or disposal, at his cost.
5. The Tenants will continue to pay \$100.00 per month, for the upcoming months of May, June and July 2018. The rent cheque will continue to be forwarded to the Landlord via mail with the intention for the Landlord to receive the payment in the early part of each month.
6. The Landlord provides permission for the Tenants' trailer to be moved across his property and will provide minimal assistance if required to allow for an efficient route. For example, take down a portion of a fence to allow access/egress.
7. In the event of exigent circumstances and the Tenants are unable to remove their property from their trailer by July 31, 2018, the Landlord will be responsible for the personal property as legislated in Part 6 of the Manufactured Home Park Tenancy Regulations.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these

terms. The Landlord and the Tenants both acknowledged separately, that they understood that this agreement was final and binding.

Pursuant to Section 62 of the Act, and in accordance with the settlement agreement, I grant an Order of Possession effective at 1:00 PM on July 31, 2018. The Landlord must serve this Order on the Tenants. This Order is enforceable in the Supreme Court of BC.

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 30, 2018

Residential Tenancy Branch