



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIVERDALE TRAILER COURT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 14, 2018 (the "Application"). The Tenant disputed a One Month Notice to End Tenancy for Cause dated April 26, 2018 (the "Notice"). The Tenant filed the Application outside the time limit set out in the *Manufactured Home Park Tenancy Act* (the "Act") and requested more time to file. The Tenant also sought reimbursement for the filing fee.

The Tenant attended the hearing at 9:37 a.m. N.A. attended the hearing as agent for the Landlord. N.A. is the caretaker of the manufactured home park. N.A. had a witness with him who left the room until required. I explained the hearing process to the parties and neither had questions about the process when asked. Both parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. N.A. confirmed he received the hearing package. N.A. had not received the Tenant's evidence; however, the evidence was a copy of the Notice and N.A. did not raise an issue with not receiving this. The Tenant confirmed he received the Landlord's evidence. He was not able to view the USB provided; however, the Tenant did not take issue with this after it was determined that he was given a hardcopy summary of what was on the USB.

At the outset of the hearing, the Tenant said he was moving and no longer disputing the Notice. The Tenant said his new place was not ready so he was looking for an extension. I confirmed the details of the tenancy agreement prior to discussing settlement.

A tenancy agreement had not been submitted as evidence. Both parties agreed on the following. There was a written tenancy agreement between the Landlord and the Tenant regarding the manufactured home site. The tenancy started October 28, 2009. The agreement did not include the term of the tenancy. The current rent is due on the first of each month. The Tenant thought rent was around \$438.00. N.A. could only find the rent amount as of November 2016 which was \$436.45. Both parties agreed the tenancy agreement was signed by the Landlord and Tenant.

Given the Tenant's comments at the start of the hearing about his intention to move and needing an extension, I raised the possibility of settlement pursuant to section 56 of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary. I told the parties that if they chose not to discuss settlement, that was fine and I would make a final and binding decision in the matter.

I told the parties that if they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and binding decision in the matter. I told the parties that if they did come to an agreement, I would write out the agreement in my written decision and issue an Order of Possession. I explained that the written decision would be a final and legally binding agreement. I told the parties this meant neither party could change their mind later. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant will not occupy, meaning live at, the manufactured home site after July 10, 2018.
2. The Tenant will list the manufactured home for sale by the end of July 2018 and will provide a copy of the listing to the Landlord by the end of July 2018.

3. The Tenant will continue to pay rent for the manufactured home site up until the manufactured home is sold or the Order of Possession is enforced.
4. The Tenant has six months, until January 10, 2019, to sell the manufactured home at which time the Order of Possession becomes effective.
5. The Tenant agrees the manufactured home will remain unoccupied, meaning nobody will live in it, after July 10, 2018 until it is sold.
6. The Tenant agrees that only people involved in the sale of the manufactured home will be on the manufactured home site unless the Tenant is present.
7. The Tenant agrees that anyone going to the manufactured home site will do so between 8:00 a.m. and 10:00 p.m.
8. The terms of the tenancy agreement will still apply until the manufactured home is sold or the Order of Possession is enforced.
9. The Order of Possession will be effective on January 10, 2019 unless the Tenant breaches this settlement agreement in which case the Order of Possession is effective immediately upon service on the Tenant.
10. The Tenant withdraws the Application.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

I did not address cancellation of the Notice with the parties at the hearing. Given the settlement agreement set out above, it is my view that cancelling the Notice is appropriate and I do so.

I note that the purpose of term 6 is to ensure the Tenant's son and his friends do not use or occupy the manufactured home site once the Tenant has vacated the site. The Tenant should not be held responsible for people entering the site without his permission or knowledge when he is not present at the site to address this situation when it occurs.

The Landlord is granted an Order of Possession for the manufactured home site which is enforceable on or after January 10, 2019 if the Tenant has not sold the manufactured

home or removed it from the site by that date. However, if the Tenant fails to comply with any one of the terms of the above noted settlement agreement, the Landlord may enforce the Order of Possession immediately upon service on the Tenant.

The Landlord must serve this Order on the Tenant. If the Tenant fails to vacate the manufactured home site in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 09, 2018

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Residential Tenancy Branch