



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASPEN PLACE C/O VALLEY CONCEPTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- an order to the landlord to make repairs to the rental unit pursuant to section 55;
- authorization to recover her filing fee for this application from the landlord pursuant to section 60.

The landlord's agents (the landlord) attended the hearing via conference call and provided affirmed testimony. The landlord confirmed that it was served with the notice of hearing package by the tenant and is aware of the issues applied for under the application for dispute. The tenant attended the hearing via conference call 11 minutes past the start of the scheduled hearing time. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence. Both parties confirmed that the landlord served the tenant with their submitted documentary evidence in person on July 17, 2018. Neither party raised any issues with service. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

Preliminary Issue(s)

During the hearing the tenant stated that she is cancelling the request for an order for repairs as it was made in error. The landlord confirmed her understanding and the

hearing proceeded on the tenant's request for an order to cancel the 1 Month Notice and recovery of the filing fee.

During the hearing the tenant provided a mailing address for delivery of the decision. The landlord submitted an email address for delivery of the decision and order. The Residential Tenancy Branch File shall be updated to reflect these changes.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?
Is the tenant entitled to an order for recovery of the filing fee?

Background and Evidence

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.

Both parties agreed that on June 2, 2018, the landlord served the tenant with the 1 Month Notice dated June 2, 2018. The 1 Month Notice sets out an effective end of tenancy date of July 30, 2018 and that it was being given as:

- the tenant has not done required repairs of damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The details of dispute state:

Permission to Sublet was given on August 15, 2017. Permission to sublet conditions were to be completed by June 1, 2018. The conditions were not completed. There was no discussion to extend completion date.

The tenant has argued the 1 Month Notice stating that, "I DO NOT HAVE THE MONEY TO RESIDE THE TRAILERS & THE PORCH AS I HAVE 2 OTHER TRAILERS AND HAVE JUST RENOVATED & REPLACED ROOF ON THE TRAILER I/M LIVING IN".

The landlord has provided a written response to the tenant's claims stating:

- In July 2017 Mrs. Rowe asked to participate in the Yard Maintenance Program. This program is designed to assist the Park Tenants. The Yard Maintenance

Program provides lawn mowing during the spring and summer months and during the winter months the Park will plow the snow from the driveway for a small cost of \$35.00 per month. In July, the Park went into the yard, cleaned up debris, mowed and weed-eated. In August Mrs. Rowe decided she did not need the Park's Yard Maintenance Program.

- In Early August 2017, The Park worked on Site #19. At no cost to the owner (Mrs. Rowe) The Park had an arborist come in and remove the tree located in the back of the Yard. Due to the location of the tree near the BC Hydro Power box the cost was approximately \$1,000.00. The Park Owner then spent a half a day removing all the roots which could be safely accessed. (See Figure 5 & 6)
- In early summer of 2017, at Mrs. Rowe's request the tin shed was moved from the front corner to behind the addition with no charges to the applicant.

In conclusion, the landlord claims that the tenant has not accomplished the conditions of the agreement even with the assistance that the Park has provided to her. All the changes to the site has been provided by the park at no charge to the home owner. (The Park has provided this site with tree removal and root removal as well as moving the owners tin shed to achieve a workable yard. The home has not been sided as per the agreement therefore we would like to have the home removed from the Park.

Analysis and Conclusion

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:

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

The landlords agreed to withdraw the 1 Month Notice to End Tenancy dated June 2, 2018.

The tenant agreed to cancel the application for dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications 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.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on August 31, 2018.

The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 25, 2018

Residential Tenancy Branch