



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 B.C. Ltd. (Sunrise MHP)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. Monetary Order for unpaid rent - Section 67.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the Hearing the Parties came to an agreement to continue the tenancy and for the payment of rental arrears and the filing fee. 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.

Preliminary Matter

The Landlord confirms that the person named Tenant NG was a previous tenant and is not occupying the site and or paying the site rent to the Landlord. The Landlord confirms that the rents to be paid for the site are rents payable pursuant to a tenancy agreement with Tenant BC who is occupying the site.

Section 6 of the Act provides that the rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy agreement. Given the evidence that the person named Tenant NG is no longer occupying the site or paying any rent and given the evidence that Tenant BC is the tenancy occupying the site and paying the site rent to the Landlord, I find that the Landlord does not have any claim against the person named Tenant NG for unpaid rent or possession of the site. I therefore dismiss the claims against the person named Tenant NG.

Agreed Facts

The tenancy began in June or July 2014. Rent of \$355.00 is payable on the first day of each month as of January 1, 2018. The Tenant owes rental arrears to August 10, 2018 of \$4,000.00. This amount includes August 2018 rent. The Tenant owes \$50.00 to the Landlord for half the \$100.00 filing fee paid by the Landlord for the application for dispute resolution.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay the outstanding rental arrears of \$4,000.00 by paying \$300.00 on the first day of each month to the Landlord until the arrears are paid off;**
- 2. The Tenant will also continue to pay the monthly rent payable on the first day of each month;**
- 3. The Tenant will pay the Landlord \$50.00 no later than August 30, 2018; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above and I dismiss the Landlord's application.

Conclusion

The Parties have settled the dispute.

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: August 10, 2018

Residential Tenancy Branch