



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BIRCHWOOD HEIGHTS MFG HOME PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On June 14, 2018, the Tenant submitted an Application for Dispute Resolution under the Manufactured Home Park Tenancy Act ("the Act") asking to cancel a 1 Month Notices To End Tenancy For Cause. The Tenant also requests to recover the filing fee for the Application.

The matter was set for a conference call hearing. Both parties appeared at the hearing. Neither party raised any issues regarding service of the application or the evidence. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me. In this decision I only describe the evidence relevant to the issues and findings in this matter.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that they will treat each other respectfully.
2. The parties agree that the Tenant will abide by the park speed limit of 15 kmh.
3. The parties agree that the Tenant will not play loud music after 10 pm.
4. The parties agree that the Tenant will provide rent cheques to the on site manager in advance of when the rent is due.
5. The parties agree that the Tenant may not travel into areas marked as no trespass.
6. The Landlord withdraws his application in full as part of this mutually settled agreement.
7. The Tenant withdraws her Application to dispute the 1 Month Notice dated June 5, 2018.

The Tenant waived the claim for the return of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 13, 2018

Residential Tenancy Branch