



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, AAT, LRE, OLC

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and a 1 Month Notice to End Tenancy for Cause issued on September 4, 2018; orders for the landlord to comply with the Act, regulations or tenancy agreement, allow access to the rental site by the tenant or her guests, and suspend or set conditions on the landlord's right to enter the rental site. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents upon each other and the Residential Tenancy Branch. I confirmed that the landlord received the tenant's hearing package and written response to the 1 Month Notice to End Tenancy for Cause via registered mail sent on September 14, 2018.

The 10 Day Notice to End Tenancy for Unpaid Rent was nullified by way of payment of the rent on September 5, 2018. Accordingly, I determined the most pressing issue to resolve was validity of the 1 Month Notice to End Tenancy for Cause and the fate of this tenancy.

The landlord had sent the tenant an evidence package on October 11, 2018 but the tenant said she had not received it. A search of the registered mail tracking number showed that a notice card was left for the tenant on October 15, 2018 but the tenant has not yet picked up her registered mail.

The tenant had also sent additional evidence to the landlord via registered mail on October 12, 2018; however, the landlord stated he had not received it. A search of the registered mail tracking number showed that Canada Post had left a notice card for the landlord only yesterday, on October 22, 2018, and the landlord had not yet picked up his mail since yesterday.

While exploring issues with respect to service of evidence that has not yet been received by the other party, the landlord indicated he was willing to continue the tenancy provided certain terms were agreed upon. The parties were given an opportunity to explore resolution of their dispute by way of a mutual agreement. A mutual agreement was reached during the hearing and I have recorded the terms by way of this decision.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms with a view to withdrawing the 1 Month Notice to End Tenancy for Cause and continuing the tenancy at this time:

1. The tenant shall ensure that her rent is paid on or before the first day of every month in any circumstance from this point forward.
2. The tenant shall not allow or permit any recreational vehicle to be parked on her rental site for this point forward.
3. The tenant shall not allow or permit her granddaughter, referred to by initial "S", to reside at or occupy the rental site from this point forward.

There was some discussion during the hearing concerning the tenant's plans to sell her manufactured home and the need to have a prospective buyer approved as a tenant by the landlord. I informed the parties that when a tenant has a prospective buyer for the manufactured home the tenant is required to give the landlord a certain document seeking approval to assign her tenancy agreement and the landlord is required to respond in writing within a certain amount of time. I strongly encouraged the parties to familiarize themselves with their respective rights and obligations concerning that process by referring to the Residential Tenancy Branch website or by contacting the Branch and speaking with an Information Officer. Similarly, a tenant's request for sublet would also need to be done by way of a serving the landlord with a particular document.

The landlord stated that his preference is to receive documents by registered mail so that there is proof of service. I noted that the landlord had provided his physical address on the Notices to End Tenancy but not his mailing address. The landlord orally provided his mailing address during the hearing and the person assisting the tenant stated she had written it down.

As an alternative method of service, I informed the parties that if the tenant were to serve the landlord in person she may request the landlord sign a document to

acknowledge receipt of the document on a particular date and give the written receipt to the tenant in the event service comes under dispute.

### Analysis

Pursuant to section 56 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement and for added certainty, the 1 Month Notice to End Tenancy for Cause is cancelled and the tenancy continues at this time; however, the tenant remains obligated to fulfill the terms she agreed upon from this point forward.

As additional assistance to the parties, where a tenant seeks to sell their manufactured home and wishes to assign the tenancy agreement the tenant is required to give the landlord the form entitled: “Request for Consent to ASSIGN a Manufactured Home Site Tenancy Agreement” (RTB-10). Where a tenant seeks to sublet their manufactured home rental site the tenant is required to give the landlord the form entitled: “REQUEST FOR CONSENT TO SUBLET A MANUFACTURED SITE” (RTB-25). Both of these forms are located under “other forms” on the forms page of the Residential Tenancy Branch website. The landlord is required to give a written response within 10 days of receiving either one of these forms.

### Conclusion

The parties resolved this dispute by way of a mutual agreement and the tenancy continues at this time.

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: October 23, 2018

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Residential Tenancy Branch