



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VISON LOGGING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC CNC MT FFT

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- for an Order of Possession for cause pursuant to section 48.

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (1 Month Notice) pursuant to section 40;
- more time to make an application to cancel the landlord’s 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 59, and
- authorization to recover the filing fee for this application, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with sections 81 and 82 of the *Act*, I find that both the landlords and tenant were duly served with the Applications and evidence.

The tenant confirmed receipt of that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) dated August 2, 2018, with an effective date of September 15, 2018. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 81 of the *Act*.

Analysis

Pursuant to section 56 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that effective immediately CR may not be found anywhere on the Manufactured Home Site owned by the landlords, save and except for the sole purpose of retrieving her personal belongings. CR must retrieve her personal belongings on or before October 31, 2018, and she may only enter the Manufactured Home Site while accompanied by the landlord BV.
2. The parties agreed that this tenancy will continue per the *Act* on the condition that the tenant and CR abide by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenant or CR fails to abide by condition #1 in the agreement, and that the tenant and all occupants will vacate the rental unit if they choose to not abide by condition #1. In the case that the tenant or CR fail to comply with the *Act* or this settlement agreement, or if the tenant or CR fail to move out in the case that they choose not to abide by condition #1 of this agreement, the landlords may apply for an Order of Possession.
4. The landlords agreed to cancel the 1 Month Notice dated August 2, 2018, which will have no force or effect.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of both applications.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

As both parties agreed to enter into a settlement agreement above, the landlords' 1 Month Notice, dated August 2, 2018, is cancelled and is of no force or effect. This tenancy will continue until ended in accordance with the *Act*.

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 4, 2018

Residential Tenancy Branch