



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TIMBERLAND PROPERTIES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, RP, MNDCT, FFT

### Introduction

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

- an order requiring the landlord to complete emergency and regular repairs to the manufactured home or site, pursuant to section 27;
- a monetary order for compensation for damage or loss under the *Act*, *Manufactured Home Park Tenancy Regulation* or tenancy agreement, pursuant to section 60; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's two agents, "landlord SH" and "landlord DA," the tenant, and the tenant's articulated student attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord SH confirmed that he was the owner and landlord DA confirmed that she was the principal and owner, both employed by the landlord company named in this application and that both had authority to speak on its behalf at this hearing (collectively "landlord"). The tenant confirmed that her articulated student had permission to speak on her behalf at this hearing. This hearing lasted approximately 79 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

### Settlement Terms

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 and orders. 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. The tenant agreed to have the following repairs completed to her manufactured home ("trailer") by certified, licensed professionals;
  - a. The tenant will demolish her addition;
  - b. The tenant will ensure the interior of her trailer is not left exposed to the elements following the demolition of the addition and any damage caused during the demolition is properly repaired;
  - c. The tenant will re-do the flashing where the addition currently meets the trailer;
  - d. The tenant will remediate any moisture/mould damage and patch any leaks in the roof in the trailer;
  - e. The landlord agrees to provide the necessary assistance and permission to the tenant to secure the necessary permits for the demolition of the addition and the remediation of the tenant's bedroom;
  - f. The tenant will make best efforts to save all the windows and light fixtures in the addition, especially the decorative window;
  - g. The tenant will make best efforts to repair the exiting entrance door which is currently a part of the addition. If not repairable, the tenant will replace the door with a door of equivalent value;
  - h. The tenant will shorten the deck so it is further away from the creek;
2. The landlord agreed to pay the tenant up to a maximum of \$35,000.00 for the above repairs in condition #1 to be completed to the tenant's trailer;
3. The tenant agreed to provide invoices to the landlord for the above repairs in condition #1 to be completed to her trailer and the landlord agreed to pay the invoices within 7 days of receipt;
  - a. if the landlord fails to pay as per the above terms, the tenant has leave to reapply to the Residential Tenancy Branch for a monetary order for the cost of these invoices only, up to a maximum of \$35,000.00;
4. The tenant agreed to bear any future costs exceeding \$35,000.00 and future repairs related to her trailer and she agrees not to file any future claims at the Residential Tenancy Branch with respect to these claims, except as allowed under #3 above;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

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

As I was not required to make a decision regarding the merits of the tenant's application and the tenant voluntarily settled this matter, I dismiss the tenant's application to recover the \$100.00 filing fee from the landlord.

### Conclusion

I order both parties to comply with the above settlement terms.

The tenant only has leave to reapply at the Residential Tenancy Branch for a monetary order up to a maximum of \$35,000.00 if the invoices provided to the landlord are unpaid, as per condition #3 above. The tenant does not have leave to reapply for any future repairs to her trailer regarding these claims or for monetary orders relating to these claims, aside from those noted above in condition #3.

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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 15, 2018

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Residential Tenancy Branch