



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, FFT

### Introduction

On October 1, 2018, the Tenant submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) requesting to cancel a Notice to End Tenancy for Cause, to Order the Landlord to comply with the Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The parties attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenant’s Application.

1. The Landlord agrees to withdraw the 1-Month Notice to End Tenancy, dated September 23, 2018.
2. The Tenant agrees to list his manufactured home for sale with a professional realtor and to do so by December 1, 2018. Proof that the home is listed for sale will be that a “for sale” sign is posted on the manufactured home site and that the home is listed for sale by the realtor and within the Multiple Listing Service (also known as Realtor.ca in Canada).
3. The Tenant agrees to actively pursue the sale of his manufactured home by keeping it listed with a realtor, until it sells.
4. The Tenant agrees, once his manufactured home sells, to give the Landlord one month’s written notice to end the tenancy, in accordance with the Act.

5. The Tenant agrees to move out of the manufactured home by June 30, 2019, if the home does not sell, and to continue to pay the monthly site fee, in accordance with the Tenancy Agreement, until the home is moved or sells.
6. While the tenancy continues, it will do so in accordance with the *Manufactured Home Park Tenancy Act*.
7. The Tenant agrees to sign a personal liability waiver, as supplied by the Landlord, regarding the actions of the Tenant's pet dog.
8. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

The Landlord expected to receive an Order of Possession for June 30, 2019, in case the Tenant refused to provide vacant possession of the manufactured home site by that date. However, the Landlord agreed that as long as the Tenant, his family and their dog left the mobile home park by June 30, 2019, and continued to pay the site fee, the manufactured home could be left on the site for the purposes of selling the home.

If any of the above terms are breached by the Tenant, the Landlord has the option to serve the Tenant a One-Month Notice to End Tenancy for Cause.

### Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenant's Application.

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: November 14, 2018

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Residential Tenancy Branch