



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC OLC**

Introduction

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

- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") under Section 40 of the *Act*; and
- An order requiring the landlord to comply with the *Act*, regulation and tenancy agreement pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 56 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the lease of 2005;
- The tenant acknowledges overdue payment of rent three or more times in the previous 12-month period; the tenant will pay rent on the first day of each month when it is due up to and including May 1, 2018, failing which the tenant agrees he will forthwith vacate the unit;
- The tenant agrees to seal the skirting of the unit by December 31, 2018;
- The tenant agrees to finish the exterior of the addition to the unit on or before May 31, 2019.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession to be served upon the tenant only if the tenant fails to pay rent on time up to and including May 1, 2019.

These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties are still bound by all the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the landlord the attached order of possession to be served upon the tenant only if the tenant fails to pay rent on time up to and including May 1, 2019.

This decision 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: November 29, 2018

Residential Tenancy Branch