



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, FFT

Introduction

On November 5, 2018, a hearing was held to address the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- an Order to suspend or set conditions on the landlord's right to enter the manufactured home site pursuant to section 63 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 65 of the *Act*.

The landlord's agent attended the hearing on behalf of the landlord, who was unavailable to attend the hearing. The tenants requested an adjournment to reschedule the hearing to a future date where the landlord would be available to attend in person. As this was not prejudicial to the landlord, the hearing was adjourned.

The reconvened hearing was held on December 13, 2018 resulting in this Decision. The Decision is to be read in conjunction with the Interim Decision dated November 5, 2018.

At the outset of the hearing, the landlord confirmed that he was in receipt of the tenants' notice of this hearing and the evidence served by registered mail at the end of September 2018. The tenants confirmed receipt of the landlord's evidence served in person on October 23 and 24, 2018. The tenants testified that a second package of evidence was served to the landlord's agent on November 6, 2018, and upload to the Residential Tenancy Branch dispute website. However, the landlord stated that he was not in receipt of the evidence. I was also unable to find the evidence on the Residential Tenancy Branch dispute website. Therefore, I advised the tenants that they could provide verbal testimony as the documentary evidence was not available.

As such, I find that the documents for this hearing were served in accordance with the *Act* and were before all parties, with the exception of the tenants' November 6, 2018 evidence submission.

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 the issue currently under dispute at this time:

1. The tenants agree to remove the white fence by no later than 5:00 p.m. on January 1, 2019.
2. The tenants agree to not erect any other fencing without prior written approval from the property management.
3. The landlord agrees to provide the tenants with a cheque for \$100.00 as payment of the application for dispute resolution filing fee. The landlord agrees to provide this payment by no later than 5:00 p.m. on December 21, 2018.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' application for dispute resolution filed on September 20, 2018. As such, the tenants' application is dismissed in its entirety.
5. The parties agreed to the terms of this settlement free of any duress or coercion.

The parties continue to be bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

This settlement is legal and binding on the parties and constitutes a full and final resolution of the tenants' application for dispute resolution.

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: December 13, 2018

Residential Tenancy Branch