



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CEDAR CREEK MHP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, RP, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord 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.

As the tenant confirmed that they received the 1 Month Notice placed by the landlord in the tenant's newspaper box on November 29, 2018, I find that the tenant was duly served with this Notice in accordance with section 81 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package placed in the landlord's mailbox in mid-December 2018, I find that the landlord was duly served with this package in accordance with section 82 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 81 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should any other orders be issued with respect to this tenancy? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy for a manufactured home site in a manufactured home park commenced in June 1991. Monthly pad rental for this site is currently \$415.00, payable in advance by the first of each month.

Although the parties both provided copies of the first page of the 1 Month Notice, neither party entered into written evidence a copy of the second page, the page that was to have identified the reasons for the landlord's issuance of that Notice. When questioned about this missing page, the landlord could not locate a copy of the second page of the 1 Month Notice.

The landlord testified that the principal reason seeking an end to this tenancy was the presence of three of the tenant's trucks and two of the tenant's trailers either on the tenant's assigned manufactured home pad rental site or elsewhere in the manufactured home park. The landlord said that the tenant had cleaned up much of the rest of the site that had prompted the landlord to issue the 1 Month Notice.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The tenant agreed to remove two existing trailers, those being the tenant's travel trailer and the motorcycle trailer, from the manufactured home site by February 28, 2019. The tenant agreed to remove the travel trailer from the manufactured home park itself by that date.
2. The landlord agreed to allow the tenant to keep the properly licensed motorcycle trailer at another manufactured home site in the manufactured home park in the

event that the tenant is able to obtain another tenant's permission to keep that trailer on the other tenant's manufactured home site.

3. The landlord agreed to allow the tenant to keep two licensed vehicles (excluding the travel trailer) on the tenant's manufactured home pad site.
4. The landlord agreed to allow the tenant to keep a third vehicle (excluding a travel trailer) on a neighbouring site within the manufactured home park with that site holder's permission.
5. The landlord agreed to withdraw the 1 Month Notice and in the event that the tenant complies with the provisions as outlined above the landlord further agreed to not initiate any new 1 Month Notices for the reasons identified in the existing 1 Month Notice.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and the landlord's 1 Month Notice and that they did so of their own free will and without any element of force or coercion having been applied to achieve this settlement.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the following orders:

The existing 1 Month Notice is set aside and of no continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

I further order the tenant to remove the travel trailer from this manufactured home park by February 28, 2019. I order the tenant to remove the motorcycle trailer from the tenant's manufactured home park site by February 28, 2019. In the event that the tenant is unable to obtain permission from another tenant in this manufactured home park to store the tenant's motorcycle trailer on that other tenant's manufactured home park site, the tenant is ordered to remove the motorcycle trailer from the manufactured home park, again by February 28, 2019.

I order that the tenant be allowed to keep two licensed vehicles on the tenant's manufactured home park site and to keep a third vehicle on a neighbouring manufactured home park site within this manufactured home park provided that the tenant has the site holder's permission to store that vehicle there.

In the event that the tenant complies with all of the provisions as outlined above and as per the terms of the settlement agreement between the parties, I order the landlord to refrain from issuing a 1 Month Notice for a contravention of the same issues identified in

the landlord's existing 1 Month Notice. For the purposes of clarity, this does not prevent the landlord from issuing new 1 Month Notices or any other notices to end tenancy for issues that are distinct from those identified in the landlord's original 1 Month Notice of November 29, 2018.

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: January 14, 2019

Residential Tenancy Branch