



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, LRE, OPC, OPT, FFT

Introduction

This hearing was convened as a result of the applicant's Application for Dispute Resolution ("application") seeking remedy under the *Manufactured Home Park Tenancy Act* ("Act"). The applicant applied for a monetary claim of \$10,000.00, for an order of possession for the rental site, for an order directing the landlords to comply with the Act, regulation or tenancy agreement, for an order to suspend or set conditions on the landlords' right to enter the rental site or property, and to recover the cost of the filing fee.

The applicant, LLL, ("applicant"), a legal advocate for the applicant ("advocate"), and the landlords attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the applicant is the Executrix of the Estate for MPD ("Estate") and that the manufactured home on the site will be sold as soon as possible once the manufactured home has been cleaned, repaired if necessary, and listed for sale until such time that the Probate process for the Estate has been completed.

2. The parties agree that the applicant has a principle residence in Oliver and will only attend the manufactured home as required to comply with #1 above.
3. The parties agree that the monthly site rent of \$502.00 will continue to be paid by the applicant until such time that the manufactured home is sold and the Probate process for the Estate is completed.
4. The parties agree that any prospective purchaser must apply to the manufactured home park owner(s) for tenancy and to complete a residential tenancy agreement.
5. The parties agree that site inspections will occur until such time that #1 has been completed and the applicant agrees to maintain and/or repair the manufactured home to a reasonable standard and that landscaping be maintained as required.
6. The applicant agrees that any prospective purchaser will be advised that the rock landscaping will be required to be returned to lawn within a reasonable timeframe of entering the park as a new tenant.
7. The applicant agrees to withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 56 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable under the *Act*.

I do not grant the filing fee as this matter was resolved by way of a mutually settled agreement.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision will be emailed to both parties at the email addresses confirmed by the parties during the hearing.

I do not grant the filing fee as this matter was resolved by way of a mutually settled agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 9, 2019

Residential Tenancy Branch