



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MIRAE INVESTMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, AS

### Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause and authorization to assign or sublet the rental unit. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The identity of the landlord was amended by consent of both parties.

During the hearing, the parties turned their minds to resolving this matter by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties and I have recorded their agreement by way of this decision.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

The tenant does not currently reside at the rental site and the manufactured home is currently undergoing major renovations with a view to selling the manufactured home in the near future.

The parties mutually agreed upon the following terms with a view to continuing the tenancy at this time:

1. Effective IMMEDIATELY and until such time the tenancy agreement is ended; lawfully assigned or the rental site is lawfully sublet:
  - a. Renovation activity is permitted on the tenant's manufactured home between the hours of 8 a.m. and 8 p.m. only.
  - b. Renovation activity must be completed or cease no later than 8 weeks from the date of this decision.
  - c. Persons authorized by the tenant to perform the renovation work must not unreasonably disturb, harass or threaten the other occupants of the manufactured home park or the landlord or landlord's agents.
  - d. Other than the named tenant, no other person is permitted to be in the manufactured home or on the rental site after 8 p.m. and before 8 a.m.
  - e. Should a person, other than the tenant, enter the rental site after 8 p.m. and before 8 a.m. the landlord will call the police and report a trespass and the tenant shall support the landlord's assertion of trespassing.
  - f. The tenant is responsible for informing any person authorized to perform the renovation activity or who may have a means of accessing the manufactured home of the terms and conditions described above and the tenant remains responsible for the actions of the persons he permits on the manufactured home site.
2. Should the tenant breach the terms and conditions described above, the landlord is at liberty to serve the tenant with another 1 Month Notice to End Tenancy for Cause and include in the reasons for ending the tenancy that the tenant has failed to comply with an order of the Director.
3. The tenant remains at liberty to request approval for the tenancy agreement be assigned to a prospective buyer or sublet to a prospective renter and the landlord must respond to the tenant's request and not unreasonably deny such requests as required under section 28 of the Act and Part 7 of the Manufactured Home Park Regulations. The tenant must obtain prior written approval of the landlord before permitted anybody other than himself to occupy the rental unit. Should the tenant be of the position the landlord has unreasonably withheld approval the tenant may make another Application for Dispute Resolution and seek remedy.

Analysis

Pursuant to section 56 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order of mine, as a delegate of the Director, and binding upon both parties.

Conclusion

The parties reached a mutual agreement in resolution of this dispute. I have recorded the terms of their agreement by way of this decision and I have made the terms an order of mine to be binding on both parties.

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: March 29, 2019

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Residential Tenancy Branch