



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, OLC

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55.

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 10 Day Notice posted on their door by the landlord on March 3, 2019, 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 tenant's dispute resolution hearing package sent by the tenant by registered mail, 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 10 Day 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?

### Background and Evidence

These tenancies are for the tenant's two manufactured homes sitting on Sites 10 and 20 in this Manufactured Home Park. Monthly rent for Site 10 is set at \$404.20 and monthly rent for Site 20 is set at \$414.45.

The landlord's 10 Day Notice identified \$750.00 as owing as of March 1, 2019.

The tenant maintained that these amounts were not rent as defined under the *Act*, but were for a series of administration fines that the landlord had applied against the tenant pursuant to Park Rules and Regulations. The landlord disputed this assertion, claiming that the amount shown as owing on the 10 Day Notice was correct.

### 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 clean up the outside of Manufactured Home Park Site 10 and 20 by April 27, 2019, including the areas below the trailers on both sites.
2. The tenant agreed to refrain from leaving any food outside the trailers on Site 10 and 20 and anywhere outside in the Park.
3. The tenant agreed to refrain from leaving garbage or any other debris outside their trailers and committed to using the Park's dumpster for the depositing of garbage or other debris.
4. The tenant agreed to not dispose of large items such as furniture in the Park's dumpster.
5. The tenant agreed to have an insured contractor repair and restore the exterior of the trailers on Site 10 and 20 to a presentable condition with siding cleaned and restored on all four sides, broken windows replaced and the yard tidied up by June 15, 2019.
6. The tenant agreed to pay \$375.00 to the landlord by April 30, 2019.

7. The landlord agreed that the tenant's payment of \$375.00 will constitute a final settlement of all debt of any type owed by the tenant to the landlord at this point in the tenancy.
8. The landlord agreed to withdraw the existing 10 Day Notice.
9. The parties agreed that in the event that the tenant fails to abide by any of the deadlines identified in this agreement that this tenancy will end by June 30, 2019, by which time the tenant will have vacated both Manufactured Home Park Site 10 and 20.
10. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** in the event that the tenant does not complete the work identified in the above-noted settlement agreement by the deadlines established in their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order as soon as possible after any failure to abide by the deadlines established in the settlement agreement and for use in the event that the tenant does not vacate the premises by June 30, 2019, as outlined in Clause #9 of this settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by the terms of this settlement agreement by the dates specified above in Clauses 1, 5 and 6, the 10 Day Notice is set aside and of no force or effect, and the attached Order of Possession is no longer in force. In that event this tenancy for both Sites will continue until ended in accordance with the *Act*.

I also order the tenant to abide by the terms outlined in Clauses 2, 3 and 4 of this settlement agreement.

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: April 12, 2019

---

Residential Tenancy Branch