



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SPARDELL MOBILE HOME PARK LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL;   CNC, FFT

### Introduction

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

- an order of possession for cause, pursuant to section 48; and
- authorization to recover the filing fee for its application, pursuant to section 65.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 21, 2019 ("1 Month Notice"), pursuant to section 40; and
- authorization to recover the filing fee for her application, pursuant to section 65.

The landlord's two agents ("male landlord" and "female landlord"), the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The male landlord confirmed that he was the owner of the park and the landlord company named in this application. The male landlord confirmed that he and his wife, the female landlord who is the park manager, had permission to speak on behalf of the landlord company, at this hearing (collectively "landlord"). The tenant confirmed that her agent had permission to speak on her behalf at this hearing. This hearing lasted approximately 54 minutes.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that both parties were duly served with the other party's application.

### Settlement

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 and orders. 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2020, by which time the tenant and any other occupants will have vacated the manufactured home site;
2. The landlord agreed the landlord's 1 Month Notice, dated March 21, 2019, was cancelled and of no force or effect;
3. The tenant agreed to pay the landlord full rent by the first day of each month, for the remainder of this tenancy;
4. Both parties agreed to bear the cost of the \$100.00 filing fees paid for their applications;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the manufactured home site by 1:00 p.m. on March 31, 2020. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate manufactured home site by 1:00 p.m. on March 31, 2020. 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.

Both parties must bear the cost of the \$100.00 filing fees paid for their applications.

The landlord's 1 Month Notice, dated March 21, 2019, is cancelled and of no force or effect.

I order the tenant to pay the landlord full rent by the first day of each month, for the remainder of this tenancy.

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: May 27, 2019

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Residential Tenancy Branch