



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CEDAR RIDGE MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OLC

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*. The landlord served the tenant with a one month notice to end tenancy for cause. The tenant applied for an order to set aside the notice to end tenancy and has applied for an order directing the landlord to comply with the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants represented themselves and were accompanied by their legal counsel. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he had not filed any evidence of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenant has applied for an order for the landlord to comply with the *Act*. As this portion of the tenant's application is unrelated to the main section which is to cancel the one-month notice, I dismiss this portion of the tenant's application with leave to reapply.

Accordingly this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

The tenancy started in November 2014. The monthly rent is \$375.00 payable on the first of the month. On May 23, 2019, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The main reason for the notice to end tenancy was that the tenant had breached a term of the tenancy agreement approximately four years ago, by installing a roof using an unlicensed contractor. The roof was deemed unsafe by the landlord. The tenant sued the contractor and was awarded damages. Despite testifying in court about the lack of safety of the roof and having been awarded compensation, the tenant has not replaced the roof.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 56 of the *Manufactured home Park Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to hire a licensed and insured contractor to assess the roof structure, propose and design a safe new structure with adequate load bearing capacity.
2. The tenant agreed have the design drawing and the proposal approved of by a certified structural engineer.
3. The tenant agreed to submit the design drawing and proposal to the local city municipality for a building permit approval.

4. The tenant agreed to provide the landlord with proof of ability to meet financial obligations that are required to carry out the remedial work. If the tenant is unable to finance the work herself she will provide proof of a preapproved loan or a loan from a relative.
5. The tenant agreed to provide the paper work described in conditions #1 to #4 by September 30, 2019.
6. The tenant stated that she understood that the landlord would be provided with an order of possession effective September 30, 2019.
7. The landlord agreed to enforce the order of possession only in the event that the tenant is non-compliant with conditions #1 to #4.
8. The tenant agreed to have all remedial work completed by June 30, 2020.
9. The landlord agreed to be considerate of time constraints that are beyond the control of the tenant e.g. waits for City building permits.
10. Both parties confirmed that they agreed to the terms of this agreement and understood that these terms are binding.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with Section 56 of the *Manufactured home Park Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the tenancy agreement, the *Act* and the above terms.

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: July 16, 2019

Residential Tenancy Branch