



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIDGEVIEW ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNR

### Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 59; and
- cancellation of the landlord's 10 Day Notice pursuant to section 39.

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. The landlord testified that they posted the 10 Day Notice on the tenant's door on May 23, 2019. As the tenant confirmed that they received the 10 Day Notice on May 24, 2019, I find that the tenant was duly served with this Notice on May 24, 2019, and in accordance with section 81 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package by registered mail on June 25, 2019, I find that the landlord was duly served with this package in accordance with section 82 of the *Act*. As the tenant's legal counsel confirmed that they had received copies of the landlord's written evidence, I find that this evidence was duly served in accordance with section 81 of the *Act*. The landlord confirmed having received some of the written evidence provided by the tenant's legal counsel. I find that the tenant's written evidence prior to mid-June was served in accordance with section 81 of the *Act*. As the tenant's written evidence after mid-June was not served to the tenant, I am unable to consider that written evidence.

### Issues(s) to be Decided

Should an extension of time be granted to the tenant to file their application to cancel the 10 Day Notice? Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord said that the tenant's manufactured home was on a manufactured home park pad rental site before the landlord purchased this manufactured home park in May 2004. As of May 1, 2004, the parties entered into a written tenancy agreement, which called for the tenant's monthly payment of pad rental of \$228.00.

The landlord's 10 Day Notice identified \$6,814.00 in pad rent owing as of May 1, 2019. The 10 Day Notice identified an effective date of June 7, 2019, as the scheduled date for this tenancy to end unless the tenant paid the amount identified as owing.

At the hearing, the landlord said that a \$4,500.00 cash payment made by the tenant had not been properly entered in the landlord's rental log. As a result, the 10 Day Notice should only have identified \$2,542.00, as owing when the 10 Day Notice was issued.

Since the issuance of the 10 Day Notice, the parties agreed that the tenant has paid and the landlord has accepted etransfer payments of \$255.00 on June 2, 2019, \$2,300.00 on June 26, 2019, and \$228.00 on July 1, 2019. The landlord gave sworn testimony that as a result of receiving these payments, the tenant has actually paid \$13.00 more than is currently owed in pad rental.

### 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 landlord agreed to set aside the 10 Day Notice of May 23, 2019, and not to pursue an end to this tenancy on the basis of the 10 Day Notice of May 23, 2019 for unpaid pad rental.
2. Both parties agreed that this tenancy will continue until ended in accordance with the *Act*.
3. Both parties agreed that as of July 19, 2019, the date of this hearing, the landlord is in receipt of \$13.00 in excess of what the tenant currently owes in pad rental for this tenancy.

4. Both parties agreed that the next scheduled pad rental which becomes due on August 1, 2019, will be in the amount of \$215.00.
5. Both parties agreed that future monthly pad rental payments beyond August 1, 2019, will be set at \$228.00, payable in advance on the first of each month, until that amount is changed in accordance with the *Act*.
6. The tenant agreed that all future monthly pad rental payments will be made by etransfer to the email address provided to the tenant by the landlord.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application, the landlord's 10 Day Notice, 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, I set aside the 10 Day Notice of May 23, 2019, which is no longer of any continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

To implement the settlement agreement as outlined above, the tenant is to pay monthly pad rent of \$215.00 for August 2019, and \$228.00 in future months commencing on September 1, 2019. This monthly pad rent remains in effect until modified in accordance with the *Act*. I also order that all pad rental payments to be made by the tenant are to be made by way of etransfer to the email address provided by the landlord to the tenant, until such time as the landlord advises the tenant in writing of a revision in that way of paying rent for 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: July 19, 2019

---

Residential Tenancy Branch