



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, CNR, MT, FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for an order of possession pursuant to a notice to end tenancy for non-payment of rent and for a monetary order for the recovery of unpaid rent and the filing fee. The tenant applied for an order to set aside the notice to end tenancy and for more time to do so.

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 landlord represented herself. The tenant was accompanied by her social worker.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Did the tenant have extraordinary circumstances that prevented her from applying for dispute resolution in a timely manner?

Background and Evidence

The background facts are generally undisputed. The tenancy began in 2011 and the tenant pays a pad rental of \$604.13 which is due in advance on the first of each month. On July 02, 2019, the landlord served the tenant with a 10 day notice to end tenancy. The landlord agreed that the tenant is all caught up on rent as of the date of this hearing.

During the hearing the above issues 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. Both parties agreed to the following terms:

1. The tenant agreed to abide by the rules of the mobile home park.
2. The tenant agreed to pay rent on the first of each month. The tenant understands that personal cheques will not be accepted.
3. The tenant agreed to rent a room in her home with authorization from the landlord.
4. The tenant agreed to cover the cost incurred by the landlord to file this application. A monetary order in the amount of \$100.00 will be granted to the landlord.
5. Both parties stated that they understood and agreed to the terms of the above agreement.

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.

As per the above agreement, I grant the landlord a monetary order under section 60 of the *Manufactured Home Park Tenancy Act*, for **\$100.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant would be wise to pay rent on time and abide by the rules of the mobile home park. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

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.

I grant the landlord a monetary order for \$100.00.

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: September 06, 2019

Residential Tenancy Branch