



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MTN VIEW MHP INC.
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION

Dispute Codes OPRM-DR, FFL

Introduction

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

- an order of possession for unpaid rent, pursuant to section 48;
- a monetary order for unpaid rent, pursuant to section 60; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's two agents and the tenant 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 landlord's agents confirmed that they were the directors of the landlord company named in this application and that they had permission to speak on its behalf at this hearing (collectively "landlord"). This hearing lasted approximately 42 minutes.

During the hearing, both parties confirmed that the tenant owns his manufactured home and rents the manufactured home site from the landlord.

Preliminary Issue - Previous Hearings and Service of Documents

This hearing was originally scheduled as a direct request proceeding, which is a non-participatory hearing ("original hearing"). A decision, dated August 19, 2019 ("original decision"), was issued by an Adjudicator for the direct request proceeding. The original decision was based on the landlord's paper application only, with no submissions made by the tenant. The original decision granted the landlord a two-day order of possession ("original order of possession") and a \$488.00 monetary order ("original monetary order") for July 2019 rent of \$388.00 and the \$100.00 application filing fee, against the tenant.

The tenant applied for a review of the direct request decision. A new review hearing was granted by a different Arbitrator, pursuant to a review consideration decision, dated August 29, 2019 ("review decision"). As per the review decision, the tenant was required to serve the landlord with a copy of the review decision and the notice of review hearing.

The landlord's agents confirmed receipt of the above review documents from the RTB, not the tenant. Accordingly, I find that the landlord was sufficiently served with all of the required review documents, as per section 64(2)(c) of the *Act*. The landlord's agents confirmed that they wanted to proceed with the hearing and settle the landlord's application.

Preliminary Issue - Service of Landlord's Original Application and 10 Day Notice

The tenant confirmed receipt of the landlord's original application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was duly served with the landlord's original application.

The tenant was in receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 15, 2019 ("10 Day Notice"). In accordance with sections 81 and 83 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

Settlement Terms

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 an order. 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. The tenant agreed to pay the landlord full rent by the first day of each month for the remainder of this tenancy;
2. Both parties agreed that if the tenant is late paying rent for any month during this tenancy, he is required to pay the landlord a \$25.00 late fee each month;

3. The landlord provided the tenant with the landlord's financial institution information during this hearing, in order for the tenant to set up automatic direct deposits to pay rent to the landlord for this tenancy;
4. The tenant agreed to set up with his financial institution, by October 25, 2019, automatic direct deposits to pay full rent by the first day of each month to the landlord at the landlord's financial institution, effective as of December 1, 2019 and for the remainder of this tenancy;
5. The tenant agreed to pay the landlord \$1,164.00 for rent for the period from August 1, 2019 to October 31, 2019, by October 28, 2019 by way of direct deposit to the landlord's financial institution;
6. The tenant agreed to pay the landlord \$388.00 for rent for the period from November 1 to 30, 2019, by November 1, 2019, by way of direct deposit to the landlord's financial institution;
7. The landlord agreed that the landlord will not pursue any outstanding late rent fees, as of the date of this hearing, against the tenant at the RTB;
8. The landlord agreed that the landlord's 10 Day Notice, dated July 15, 2019, is cancelled and of no force or effect.
9. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
10. The landlord agreed that this settlement agreement constitutes a final and binding resolution of this application.

These particulars comprise a full and final settlement. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

I set aside the original decision, original order of possession and original monetary order, all dated August 19, 2019. This review hearing decision and monetary order replaces the original decision and original monetary order.

The landlord's 10 Day Notice, dated July 15, 2019, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's

favour in the amount of \$1,164.00., the current amount of rent outstanding for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$1,164.00 as per condition #5 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

If the tenant fails to pay future rent of \$388.00 for November 2019 to the landlord, the landlord may file a new application to obtain a monetary order, as this amount of rent was not due at the time of this hearing on October 25, 2019.

This tenancy continues under the terms of the tenancy agreement until it is ended in accordance with the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: October 25, 2019

Residential Tenancy Branch