



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDCT, OLC, RP, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated September 6, 2019.
- b. A monetary order in the sum of \$125
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. A repair order
- e. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on September 6, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on or about September 20, 2019.

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one may Notice to End Tenancy dated September 6, 2019?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. Whether the tenant is entitled to a repair order
- e. Whether the tenant is entitled to an order to recover the cost of the filing fee.

Background and Evidence:

The tenancy began on September 18, 2017. The tenant started paying rent in December 2017. The present rent is \$425 per month payable on the first day of each month.

The tenant withheld the rent taking the position that the landlord failed to make required repairs in a timely fashion.. Section 26(1) of the Residential Tenancy Act provides as follows:

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Rather than litigate the matter the parties entered into negotiations and eventually reached a settlement. The landlord represented that while they believe the Tenant is primarily responsible for the drainage issue, they are prepared to fix it as a show of good faith.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to the Manufactured Home Park Tenancy Act as follows:

- a. The landlord shall install a drainage system in the area near the Tenant's pad as soon as possible but in any event by January 31, 2020.
- b. The Tenant shall not be required to participate in the work to complete this project.
- c. The Tenant shall pay the arrears of rent including the \$25 late fee which totals \$240 by November 30, 2019.
- d. The landlord agrees that provided the tenant makes the payment above the landlord shall reinstate the tenancy and shall withdraw the Notice to End Tenancy dated September 6, 2019.

The request that the landlord cut the trees is dismissed as that work has been completed. I dismissed the tenant's claim for recover the cost of the filing fee as that was not part of the settlement.

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: November 26, 2019

Residential Tenancy Branch