



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KKBL VENTURES DBA WILDWOOD MOBILE HOME PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR DRI FFT OLC**

### **Introduction**

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

An order to cancel a Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 39;

An order to dispute a rent increase pursuant to section 36;

Authorization to recover the filing fees from the landlord pursuant to section 65; and

An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 55.

The tenant attended the hearing, assisted by an agent, GG. The landlord attended the hearing, represented by property manager, BS ("landlord"). Neither party raised any issues with timely service of documents and were prepared to proceed to discussing the merits of the tenant's claim.

### **Settlement Reached**

Pursuant to section 63 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 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 agrees to pay \$1,100.00 to the landlord representing arrears in rent and late fees up to and including the date of today's hearing, January 28, 2020 by 4:00 p.m. on January 29, 2020.
2. The parties agree that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and of no further force or effect.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of **\$1,100.00**.

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: January 28, 2020

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Residential Tenancy Branch