



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUMMERLAND BEACH &
RV and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes

CNC FFT

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 40; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 65.

The tenant SHD attended the hearing on her own behalf. The landlord was represented at the hearing by its property manager ("**RB**").

Preliminary Issue – Amendment of Application

Tenant RD is not a named tenant on the tenancy agreement. Additionally, he no longer resides in the manufactured home park (the "**Park**") or at the manufactured home site (the "**Site**"). Accordingly, he is not properly a party to this application. Pursuant to section 57 of the Act, I order that the application be amended to remove RD as a party to this application.

Analysis

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, 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 settlement of all issues currently under dispute:

1. The tenant shall not invite to, or permit RD to attend, reside, enter, or otherwise stay at, the Park or the Site.
2. If the tenant does any of the foregoing, the tenant agrees that this will be sufficient cause for the landlord to end the tenancy, without any requirement, per section 40(1)(g) of the Act, for the landlord to provide written notice to the tenant to correct the breach within a reasonable amount of time.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of 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: March 23, 2020

Residential Tenancy Branch