



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Port4Homes Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction, Preliminary and Procedural Matters-

This hearing was convened as a result of the landlord's application for dispute resolution under the Manufactured Home Park Tenancy Act (Act) for:

- an order of possession of the manufactured home site pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant;
- a monetary order for unpaid rent; and
- recovery of the filing fee paid for this application.

The landlord's agents and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties confirmed receiving the other's evidence.

When discussing the preliminary issues, the landlord disclosed that she sent the tenant an offer of settlement the week prior to the hearing and had not had a response.

At my request, the landlord read from the document she sent to the tenant, by email.

The tenant confirmed receipt of the document and the contents as read during the hearing.

Thereafter, a mediated discussion ensued and the parties agreed to resolve the issues of the landlord's application and that I would record their settlement. As part of the settlement, the tenant said she would agree with the terms in the landlord's settlement offer.

I allowed the landlord to submit that document during the hearing, for reference.

I record the terms of settlement in this Decision from the document.

### Settlement and Conclusion

For the purposes of the terms of settlement, reference will be made to the following:

***The Ministerial Order M089 issued March 30, 2020, pursuant to the State of Emergency declared on March 18, 2020, prohibiting the enforcement of certain Residential Tenancy Branch orders made during the state of emergency.***

The terms of the settlement are as follows:

1. The landlord is issued an order of possession of the manufactured home site, which will become effective 90 days after the state of emergency is cancelled or suspended; and
2. If during the 90 day period, the tenant completes the work she wants to prepare her manufactured home for sale, follow all the park rules, and not disturb any tenants (no complaints by any tenant in the park), the landlord will issue the tenant a license to occupy the manufactured home site “for up to an additional 90 days depending how long the state of emergency goes on for”.

I find it important to note, that during the hearing, the landlord made specific reference that her offer of settlement, if the tenant complied with preparing her manufactured home for sale, following the park rules and having no complaints against her, the tenancy will last a minimum of six (6) months.

The terms contained in the landlord’s offer of settlement agreed to by the tenant are explained as follows:

If the SOE (state of emergency) is lifted on or before June 1 2020, and you have met conditions I will issue a Licence to occupy (which amounts to a storage agreement) for 90 days. If SOE lifted on or before July 1 2020, I will issue a 60 day LTO. If the SOE is lifted Aug 1 or any time after, I will issue a 30 day LTO.

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the claims in the landlord's application.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

This decision containing the parties settled agreement 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: April 28, 2020

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Residential Tenancy Branch