



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Manufactured Home Park Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated February 2, 2020, ("One Month Notice"), and to recover the cost of his \$100.00 Application filing fee.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing, the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I asked for the spelling of the Parties' names, and the Landlord corrected the spelling of her name as set out in the Tenant's Application; therefore, I amended the Landlord's name in the Application, pursuant to section 57(3)(c) and Rule 4.2.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated February 2, 2020.
2. The Tenant withdraws his Application in full, as part of this mutually agreed settlement.
3. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
4. The Tenant agrees to obtain a final inspection of the manufactured home from the Regional District, and to send a copy of this final inspection to the Landlord, such that it is delivered to the Landlord by registered mail by **July 31, 2020**, at the latest.
5. The Tenant agrees to supply the Landlord with a copy of an electrical inspector's government certification showing that the manufactured home meets the electrical standards of the *Safety Standards Act*, and to provide this to the Landlord, such that it is delivered to the Landlord by registered mail by **July 31, 2020**, at the latest.
6. The Parties agree that this tenancy will continue on the terms set out in this Settlement Agreement **on the condition** that the Tenant adheres to the conditions as stipulated above. The Landlord is granted an Order of Possession effective August 1, 2020 at 1:00 p.m., after service of this Order on the Tenant, which is to be enforced only if the Tenant does not adhere to the conditions stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with the above conditions, this Order will become void and unenforceable and the tenancy will continue until ended in accordance with the Act.

This Settlement Agreement was reached in accordance with section 56 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

As the Parties have mutually settled their issues, I decline to award the Tenant with recovery of the \$100.00 Application filing fee.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated February 2, 2020, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, effective on **August 1, 2020 at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 17, 2020

Residential Tenancy Branch