



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for an order to cancel a Notice to End Tenancy.

Both the tenant and the landlord attended the hearing. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

### Preliminary Issues

The tenant's application was filed under the *Residential Tenancy Act*. The subject rental is the tenant's own travel trailer located on the landlord's property. I advised the parties that in such situations, the *Residential Tenancy Act* does not apply, but the *Manufactured Home Park Tenancy Act* does. The parties agreed that this Application for Dispute Resolution should fall under the *Manufactured Home Park Tenancy Act* and the hearing continued as an application under that *Act*.

The tenant's application indicated an incorrect city for the residential property. The parties agreed that the address should indicate the city as depicted on the cover page of this decision and in accordance with section 57 of the *Act* the city name was amended.

### Settlement Reached

Pursuant to section 56 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement,

I was prepared to make a decision based on the evidence before me. 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 tenancy will end on July 31, 2020 at 1:00 p.m. at which time the tenant agrees to remove his trailer from the residential property.
2. The landlord's Notices to End Tenancy are cancelled and of no further force or effect.
3. The tenant agrees that he will advise the landlord if he is able to find an earlier date to end the tenancy.
4. The security deposit noted on the tenancy agreement is deemed returned to the tenant.

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

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 PM on July 31, 2020, should the landlord choose to do so.

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: May 19, 2020

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Residential Tenancy Branch