



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR-MT, CNC, OLC, PSF, AS

### Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 59;
- cancellation of the landlord's 10 Day Notice, pursuant to section 39;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated March 1, 2020 ("1 Month Notice"), pursuant to section 40;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 55;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 58; and
- an order allowing the tenant to assign or sublet the rental unit, pursuant to section 58.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 27 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

At the outset of the hearing, both parties confirmed that the tenant owns the manufactured home ("trailer") and rents the manufactured home site ("pad") from the landlord. Both parties also confirmed that the tenant was not given a 10 Day Notice by the landlord.

### Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy continues under the terms of the original tenancy agreement until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlord's 1 Month Notice, dated March 1, 2020, was cancelled and of no force or effect;
3. The tenant agreed that he will only have two vehicles park and remain at the rental property at any given time and that both vehicles will be properly insured at all times;
  - a. Both parties agreed that the above does not include any of the tenant's guests' vehicles which will only be parked at the rental property for temporary periods of time;
4. The tenant agreed that he will only have one guest visit at the rental property at any given time;
5. Both parties agreed that the tenant lives with his girlfriend at the rental property;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

### Conclusion

This tenancy continues under the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

The landlord's 1 Month Notice, dated March 1, 2020, is cancelled and of no force or effect.

I order both parties to comply with all of the above settlement terms.

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 14, 2020

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Residential Tenancy Branch