



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX CHECK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on September 18, 2020, wherein the Tenants sought to cancel a 1 Month for Cause issued on September 8, 2020 (the "Notice"), an Order limiting the Landlord's right to enter the manufactured home site, and recovery of the filing fee.

The hearing of the Tenants' Application was scheduled for teleconference at 11:00 a.m. on November 13, 2020.

Both parties called into the hearing. The Tenant A.C. and her legal advocate L.T. called in, as did the Landlord's Site Manager, B.S., and Property Manager, K.I. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement are recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

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. The terms of their settlement are as follows.

1. By consent the Notice is withdrawn. The tenancy shall continue until ended in accordance with the *Manufactured Home Park Tenancy Act* (the “Act”).
2. By no later than November 30, 2020 the Tenants shall:
 - a. level and repair the hole in the manufactured home park tenancy site; and,
 - b. remove all debris, including construction materials, from the manufactured home park tenancy site.
3. Should the Tenants not complete the tasks set forth above, the Landlord is at liberty to issue a further 1 Month Notice to End Tenancy for Cause.
4. The parties acknowledge that the addition and greenhouse were built by the Tenants without permits; as such, all construction on the addition and greenhouse shall immediately cease.
5. On or before April 30, 2021, the Tenants and the Landlord's representatives shall meet to discuss the remediation of the manufactured home park tenancy site and yard, as well as the placement of garden beds and structures. Should the parties not reach a resolution as to these issues, either party may apply to the Residential Tenancy Branch for further direction and Orders.

This decision 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: November 13, 2020

Residential Tenancy Branch