



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

MINUTES OF SETTLEMENT DECISION (as Corrected)

(corrections in ***bold italics***)

Dispute Codes CNC, OLC, PSF, LRE

Introduction

The tenant applies for an order that the landlords comply with the law or the tenancy agreement regarding entry onto the site and into the manufactured home. In the second application the tenant applies to cancel a one month Notice to End Tenancy for cause served **September 24**, 2020 and to restrict landlord entry.

For a complete background to this tenancy see the earlier, related decision noted on the cover page of this decision.

The parties were able to reach a settlement of all matters in dispute. This decision represents the minutes of settlement reached at the hearing November 13, 2020.

1. This tenancy will end on April 30, **2021** and the landlords will have an order of possession effective that day.
2. The payment of rent to April **2021** is waived.
3. On April 30, **2021** the tenant, who warrants that he is the registered owner of the manufactured home now located on the property, will sign a transfer of the manufactured home located on the site to the landlords, or either of them or to their designated transferee.
4. The landlords will pay the tenant \$5000.00 upon the tenant vacating the property on April 30, **2021**.
5. The Park Rules instituted by the landlords will no longer apply and the parties' rights and obligations will be determined in accordance with the *Manufactured Home Park Tenancy Act* (the "MHPTA").
6. The site area is agreed to be that area between the creek and the manufactured home.

7. The landlords have access to pass and repass from the public roadway, past the site and beyond to the remainder of their property by travelling through the grassy area by the manufactured home and between the woodshed and the garden area.

It should be noted by the parties that the right to pass and repass implicitly warrants that the tenant may not block or obstruct the right of passage by the landlords, their agents or workmen

8. The tenant will clean up the site and remove all personal items from the property prior to April 30, **2021**. However, the tenant may leave certain personal items on the property without penalty or obligation. Those items are:
 - a. The two boats not on trailers, as shown in the photographs submitted for the hearing of this matter,
 - b. The red 1966 (approx.) Pontiac Parisienne automobile,
 - c. The satellite dish.

The tenant gives up all claim to those listed items if left behind and that the landlords could remove them at their cost.

The parties agreed at hearing that the tenant would not bring “new items” onto the property during the remainder of the tenancy.

9. The tenant may end this tenancy earlier by giving the Notice required under the *MHPTA* and in that event the rights, duties and obligations agreed to under this settlement will be adjusted to take effect on the lawful effective date of that Notice.

This settlement 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: November 13, 2020

Residential Tenancy Branch