



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W.V INCOME PROPERTIES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

Introduction

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

- an order of possession for unpaid rent, pursuant to section 48;
- a monetary order for unpaid rent, pursuant to section 60;
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's agent ("landlord") and the two tenants (male and female) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf. This hearing lasted approximately 19 minutes.

This hearing was originally scheduled as a direct request proceeding, which is a non-participatory hearing. A decision is made on the basis of the landlord's paper application only, not any participation by the tenants. An "interim decision," dated December 2, 2020, was issued by an Adjudicator for the direct request proceeding. The interim decision adjourned the direct request proceeding to this participatory hearing.

By way of the interim decision, the landlord was required to serve the interim decision and notice of reconvened hearing to the tenants. The male tenant confirmed receipt of the above documents from the landlord. In accordance with sections 82 and 83 of the *Act*, I find that both tenants were duly served with the interim decision and notice of reconvened hearing.

The male tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that both tenants were duly served with the landlord's application.

Pursuant to section 57(3)(c) of the *Act*, I amend the landlord's application to correct the spelling of the male tenant's surname. Both parties consented to this amendment during the hearing.

During the hearing, both parties confirmed that the tenants own their manufactured home and rent the manufactured home site from the landlord. Both parties agreed that this matter is brought properly under the *Act*.

I explained the hearing and settlement process to both parties. Both parties confirmed that they were ready to proceed with the hearing and settle this application.

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 to continue this tenancy until it is ended in accordance with the *Act*;
2. The tenants agreed to pay the landlord \$9,863.53 for unpaid rent from 2019 to the present date, according to the following terms:
 - a. A payment of \$5,000.00 will be made by February 12, 2021, by way of a certified cheque to be delivered by the tenants to the landlord in person;
 - b. The remaining \$4,863.53 will be paid by the tenants to the landlord by May 1, 2021;
3. The tenants agreed to pay the landlord monthly rent of \$904.05 by the first day of each month for the remainder of this tenancy, until it is legally changed in accordance with the *Act*;
4. The tenants agreed to pay the landlord the \$100.00 application filing fee by March 1, 2021, together with their monthly rent;

5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they 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, binding and enforceable, which settle all aspects of this dispute.

Conclusion

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

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 6, 2020, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$9,963.53, which includes the current outstanding rent and the filing fee. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$9,963.53 as per conditions #2 and #4 of the above agreement. The tenant(s) must be served with this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: February 12, 2021

Residential Tenancy Branch