



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, AS, OLC, FFT, OPC, FFL

Introduction

On February 9, 2021, the Tenant made an Application for Dispute Resolution seeking an Order to comply pursuant to Section 55 of the *Manufactured Home Park Tenancy Act* (the “Act”), seeking to set conditions on the Landlord’s right to enter pursuant to Section 63 of the *Act*, seeking authorization to assign or sublet pursuant to Section 58 of the *Act*, and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

On February 24, 2021, the Tenant amended her Application seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 40 of the *Act*.

On March 1, 2021, the Landlord made an Application for Dispute Resolution seeking an Order of Possession based on the Notice pursuant to Section 40 of the *Act* and seeking to recover the filing fee pursuant to Section 65 of the *Act*.

The Tenant attended the hearing and the Landlord attended the hearing as well, with L.P. attending as his agent. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, the parties were advised to please make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also advised that recording of the hearing was prohibited and they were informed to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that she served the Notice of Hearing package to the Landlord on February 20, 2021 by registered mail and the Landlord confirmed that he received this

package. The Tenant also advised that she served the Amendment to the Landlord by registered mail and he confirmed that he received this package as well. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was sufficiently served the Notice of Hearing and Amendment packages.

As per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed issues related to the Notice, and the other claims were dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties agreed that the respective evidence packages were served and received and that they were prepared to proceed. Consequently, I have accepted all of the submitted evidence and I will consider it when rendering this Decision.

I note that Section 48 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that that complies with the *Act*.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to recover the filing fee?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 29, 2018, that rent was currently established at an amount of \$485.85 per month, and that it was due on the first day of each month. A signed copy of the tenancy agreement was submitted as documentary evidence.

All parties also agreed that the Notice was served to the Tenant on February 11, 2021 by registered mail. The effective end date of the tenancy was noted as March 31, 2021.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 56(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The One Month Notice to End Tenancy for Cause, signed February 10, 2021, is cancelled and of no force or effect. The tenancy will continue until ended in accordance with the *Act*.
2. The Tenant will comply with the park rules and terms of the tenancy agreement, particularly with respect to the rules regarding extra occupants and pets not being permitted on the property, unless authorized by the Landlord in writing.
3. The Landlord will not unreasonably refuse the Tenant's request to have extra occupants permitted to reside on the site.

The parties were advised that conditions two and three were broad stipulations and they were reminded that the *Act*, park rules, and tenancy agreement would ultimately govern these issues. Furthermore, any disputes over these issues would likely be required to

be addressed through an Application for Dispute Resolution, should the parties not be able to resolve them themselves.

This settlement agreement was reached in accordance with Section 56 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause, signed February 10, 2021, to be cancelled and of no force or effect.

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 13, 2021

Residential Tenancy Branch