



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZAM ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC PSF RR FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Manufactured Home Park Tenancy Act* (Act). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for an order directing the landlord to provide services or facilities agreed upon but not provided, for a rent reduction and to recover the cost of the filing fee.

The tenant, an advocate for the tenant, NG (advocate), and an agent for the landlord, AK (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The only evidence at issue was the contents of a DVD from the tenant, that the agent eventually stated had been provided in hard-copy format in the form of 3 photographs submitted by the tenants a video file which the agent stated was served later and was viewed by the agent. Given the above, I find there are no service issues that prevented either party from gaining access to the evidence from either party as both parties confirmed having received the evidence and having had the opportunity to review that evidence.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the

hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Regarding a \$45.00 NSF fee, I find the tenant failed to account for this amount in their monetary claim, which is listed as \$115.00, comprised of \$100.00 for the filing fee and a \$15.00 rent reduction. As a result, I make no findings in this decision regarding the \$45.00 NSF fee. As discussed in the hearing, if the landlord wishes to file a claim regarding an NSF fee, it is up to the landlord to do so.

During the hearing, the tenant raised a concern that the landlord had unfairly changed the drop off of monthly rent cheques from a drop-box process, to a 3.5-hour in-person window as of February 24, 2021 to meet with the agent to personally drop off rent cheques or by registered mail. The tenant wrote that they do not feel safe as the agent does not wear a mask and due to COVID, the tenant would prefer to avoid in-person cheque drop-offs and that the 3.5-hour window is too short as tenants work. The agent did not dispute the 3.5-hour window during the hearing.

The agent, AK, stated that they are still in a management role in the manufactured home park and that the advocate wanted that fact included in this decision.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenant will sign the PAD (Pre-Authorized Debit) form without granting permission for top-ups or adjustments and that the monthly rent must be stated as **\$344.40** due on the 1st day of each month. The only change to that monthly rent amount will be in writing with the signatures of both parties.
2. The tenant reserves the right to apply for dispute resolution if the landlord deducts any amount higher than \$344.40 on a date earlier than the 1st day of each month.

3. The tenant agrees to withdraw their application in full as part of this mutually settled agreement.

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

Regarding the filing fee, I find the 3.5-hour window was not a reasonable solution presented by the landlord and therefore, I find the tenant's application had merit. I grant the tenant a one-time rent reduction in the amount of **\$100.00** in full satisfaction of the recovery of the cost of the filing fee under section 65 of the Act.

I ORDER the parties to comply with their mutual agreement under section 55(3) of the Act.

Conclusion

This matter was resolved by way of a mutual agreement as noted above pursuant to section 56 of the Act.

The parties have been ordered to comply with their mutual agreement pursuant to section 55(3) of the Act.

The tenant is granted a one-time rent reduction of \$100.00 for the filing fee as noted above. This decision will be emailed to both parties at the email addresses confirmed during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 19, 2021

Residential Tenancy Branch