



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC, DRI, PSF

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; to dispute a rent increase; and for an Order requiring the Landlord to provide services or facilities.

The Tenant stated that sometime in August of 2021 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch in June of 2021 were personally served to the Agent for the Landlord. The Agent for the Landlord stated that he received these documents sometime in July of 2021, although he was not acting as an agent for the Landlord at that time. He stated that he gave the documents to the Landlord shortly after receiving them.

As the aforementioned documents were received by the Landlord in July of 2021, I find that they have been sufficiently served to the Landlord pursuant to section 64(2)(c) of the *Manufactured Home Park Tenancy Act (Act)*. As the documents have been served to the Landlord, the evidence was accepted as evidence for these proceedings.

On July 09, 2021 the Tenant submitted an Amendment to the Application for Dispute Resolution, in which he increased the amount of his claim to \$300.00. The Tenant stated that this document was personally served to the Agent for the Landlord, although he does not recall the date of service. The Agent for the Landlord stated that he received the Amendment sometime in early August of 2021, although he was not acting as an agent for the Landlord at that time. He stated that he gave the document to the Landlord shortly after receiving it.

As the Amendment to the Application for Dispute Resolution was received by the Landlord in August of 2021, I find that it has been sufficiently served to the Landlord pursuant to section 64(2)(c) of the *Act*.

On August 10, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on August 10, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On August 11, 2021 the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Agent for the Landlord on August 11, 2021. The Agent for the Landlord acknowledged receiving this evidence and he declared the Landlord does not require more time to consider the evidence. As the Landlord does not require more time to consider the evidence, it was accepted as evidence for these proceedings even though it was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure.

On August 16, 2021 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on August 16, 2021. The Tenant acknowledged receiving this evidence and declared the he does not require more time to consider the evidence. As the Tenant does not require more time to consider the evidence, it was accepted as evidence for these proceedings even though it was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 40 of the *Act*, be set aside?

Has there been an unlawful rent increase?

Is there a need to issue an Order requiring the Landlord to provide services or facilities?

### Background and Evidence

Prior to discussing any of the merits of the Application for Dispute Resolution, the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following term:

- The tenancy will end, by mutual agreement, on September 30, 2021.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

### Analysis

The parties have mutually agreed to settle all issues in dispute at these proceedings in accordance with the aforementioned settlement agreement.

### Conclusion

On the basis of the settlement agreement reached at these proceeding, I grant the Landlord an Order of Possession that is effective **at 1:00 p.m. on September 30, 2021**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, 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 *Act*.

Dated: August 24, 2021

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Residential Tenancy Branch