



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPECTACLE LAKE MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, CNR, FFT

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 55;
- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, ("two 10 Day Notices"), pursuant to section 39; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The landlord's agent DM, the landlord's lawyer, and the two tenants, tenant BP ("tenant") and "tenant JH," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 49 minutes.

The landlord's agent confirmed that she is the director of the landlord company ("landlord") named in this application and that she had permission to speak on its behalf. She stated that the landlord owns the manufactured home site ("site") and the manufactured home park ("park"). She confirmed her name and spelling, the landlord's name and spelling, and the site address. She said that the landlord's lawyer had permission to speak on the landlord's behalf at this hearing. The landlord's lawyer confirmed his email address for me to send a copy of my decision to the landlord after this hearing. The tenant confirmed the name and spelling of both tenants, the site address, and the tenant's email address for me to send a copy of my decision to both tenants after this hearing.

Both parties agreed that the tenants own their trailer, the tenants rent the site from the landlord, and this is a proper matter under the MHPTA.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord, the landlord's lawyer, and both tenants all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing process to both parties. They had an opportunity to ask questions. They stated that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to voluntarily settle this application. They did not make any adjournment or accommodation requests.

The landlord's lawyer confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's evidence.

Settlement Terms

Pursuant to section 63 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. The tenants agreed to pay the landlord \$4,873.75 total, by way of bank draft, by November 26, 2021, which the landlord agreed to accept towards all outstanding rent for this tenancy until November 30, 2021;
2. The tenants agreed to pay the landlord \$646.25 total, which includes \$641.25 for monthly rent and \$5.00 for monthly utilities, by way of a bank draft, by December 1, 2021;
3. Both parties agreed to meet at 1:00 p.m. on November 26, 2021 at the park office, to facilitate the above two payments;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on December 19, 2021, by which time the tenants and any other occupants will have vacated the rental site, in the event that the tenants abide by conditions 1 AND 2 of the above settlement;

5. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, if the tenants do not abide by conditions 1 OR 2 of the above settlement;
6. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
7. Both parties agreed that the tenants will communicate with the landlord for the remainder of this tenancy, in writing, by leaving a copy in the landlord's dropbox and also by sending a copy to the landlord's email address, which was confirmed by both parties during this hearing;
8. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
9. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 49-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. The tenants were given ample time to discuss and review the terms of this settlement privately with each other. The landlord's agent and the landlord's lawyer were given ample time to discuss and review the terms of this settlement privately with each other. The landlord's agent confirmed that that she was able to consult and obtain the assistance of her lawyer during this settlement. The landlord's agent confirmed that she had full authority to make this agreement on behalf of the landlord named in this application.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions 1 OR 2 of the

above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant(s) abide by conditions 1 AND 2 of the above settlement, this tenancy continues only until 1:00 p.m. on December 19, 2021.

In order to implement the above 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 \$4,873.75, the current amount of rent owing for this tenancy. 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 \$4,873.75 as per condition 1 of the above agreement. The tenant(s) must be served with a copy of 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.

If future rent and/or utilities for December 2021 are unpaid by the tenant(s), the landlord may apply for a monetary order at the RTB, as these amounts were not yet due at the time of this hearing on November 19, 2021.

The tenants must bear the cost of the \$100.00 filing fee paid for their application.

All of the landlord's notices to end tenancy, issued to the tenants, to date, are 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: November 19, 2021

Residential Tenancy Branch