



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC-MT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on November 03, 2021 (the “Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated October 05, 2021 (the “Notice”) and for more time to dispute the notice

The Tenant appeared at the hearing. The Tenant advised at the outset of the hearing that they wished to call two witnesses at the hearing; however, the parties came to a settlement agreement and therefore I did not hear from the witnesses. The Landlord appeared at the hearing with Legal Counsel. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Legal Counsel provided the correct spelling of the Landlord’s name which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted and the parties agreed it is accurate. The tenancy started February 01, 2018 and is a month-to-month tenancy. The parties agreed rent is currently \$380.00 per month.

During the hearing, I explained the settlement option to the parties pursuant to section 56 of the *Manufactured Home Park Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

#### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenant will vacate the site, no later than 1:00 p.m. on February 28, 2022.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the site which is effective at 1:00 p.m. on February 28, 2022. If the Tenant fails to vacate the site in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the site in accordance with the Order, the Order may be enforced in the Supreme Court 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: December 14, 2021

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Residential Tenancy Branch