



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Creekside Campground & RV  
Park and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OT, OLC, FFT, MNDCT, DRI**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Manufactured Home Park Tenancy Act* (the “Act”) for:

- A finding that the agreement between the parties falls under the jurisdiction of the *Manufactured Home Park Tenancy Act*, pursuant section 51;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 55;
- Authorization to recover the filing fee from the other party pursuant to section 65;
- A monetary order for damages or compensation pursuant section 60; and
- An order to dispute a rent increase above the amount allowable under the Act pursuant to section 36.

The tenant attended the hearing accompanied by a supporter and her advocate, PL. The landlord was represented at the hearing by the park owner, PH (“landlord”) and her son/agent, LW. The agent stated he would act in the capacity as the landlord’s agent for this hearing and the landlord agreed with the agent’s statement.

As both parties were present, service of documents was confirmed. The landlord’s agent acknowledged receipt of the tenant’s Notice of Dispute Resolution Proceedings package and stated he had no issues with timely service of documents.

### **Settlement Reached**

Pursuant to section 56 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 or an order. 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 parties agree that this is a tenancy falling under the jurisdiction of the *Manufactured Home Park Tenancy Act*.
2. Rent is set at \$525.00 per month and the landlord may only increase the rent in accordance with the *Act*.
3. The tenant is entitled to recover the sum of \$525.00 representing 19 months of overpayment of rent in the amount of \$25.00.
4. The tenant is entitled to forego paying \$525.00 rent for the month of February 2022 in full and final settlement of the \$525.00 monetary order in her favour.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

#### Conclusion

The above terms are the terms of settlement as recorded by the director pursuant to section 56 of the *Act*.

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: January 11, 2022

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Residential Tenancy Branch