



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cumberland MHP Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to deal with a landlord's Application for Dispute Resolution for an Order of Possession based on a One Month Notice to End Tenancy for Cause.

Both parties appeared or were represented at the hearing.

At the outset of the hearing, I explored service of the hearing materials upon each other.

The landlord testified that he served the proceeding package and evidence to the tenant by registered mail sent on October 1, 2021. The registered mail was not picked up by the tenant.

The landlord then re-sent the proceeding package and evidence to the tenant on November 8, 2021. This package was picked up by the tenant on November 10, 2021.

The tenant explained he was in the hospital when the first package was sent to him but he picked up the second package because he was out of the hospital by then.

The tenant's advocate prepared a written submission and sent it to the landlord via email on January 4, 2022. The landlord confirmed receipt of the submission and that he had the opportunity to read it and consider it.

Neither party took issue with respect to service upon them or admittance of the materials.

I informed the parties that I would admit the materials and proceed to consider this application. I noted that in the tenant's written submission, the tenant sought an opportunity to negotiate with the landlord.

The parties confirmed that the landlord and the tenant's advocate, with the tenant's knowledge, had turned their minds to finding a mutual agreement in the days leading up to this hearing. The parties requested that we discuss the proposed settlement further. I was able to facilitate a mutual agreement between the parties and I reflect their agreement by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of mutual agreement?

Background and Evidence

During the hearing the parties mutually agreed to the following terms in resolution of this matter:

1. The tenant withdraws his objection to the landlord receiving an Order of Possession.
2. The landlord shall be provided an Order of Possession with this decision that reflects an effective date of 30 days after service.
3. The landlord shall have the discretion to serve and enforce the Order of Possession until such time a new tenancy agreement is entered into with the tenant, if at all. The landlord shall consider entering into a new tenancy agreement with the tenant, within the next few months. If a new tenancy agreement is entered into the Order of Possession provided with this decision shall become void.
4. Until such time the Order of Possession is enforced or a new tenancy agreement is entered into, whichever occurs first, the tenant shall continue to pay the landlord the amount equivalent to his monthly rent and the landlord will accept the payment for "use and occupancy only".

I reviewed the above terms with the parties, including the tenant's Advocate, and all parties indicated they were in agreement with the terms.

Analysis

Pursuant to section 56 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective 30 days after service upon the tenant.

Conclusion

The parties reached a mutual agreement in resolution of this matter. I have recorded the terms agreed upon by way of this decision. I provide the landlord with an Order of Possession effective 30 days after service in keeping with the mutual agreement.

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: February 04, 2022

Residential Tenancy Branch