



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROCK ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

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

- an order of possession for cause, pursuant to section 48; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The "male landlord" and the female tenant ("tenant") 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 20 minutes.

The male landlord confirmed his name. He stated that he had permission to represent the "female landlord" and the landlord company ("landlord") at this hearing (collectively "landlords"). He confirmed that the landlord owns the manufactured home park ("park") and all the manufactured home sites ("sites") located within the park. He provided an email address for me to send this decision to the landlords after the hearing. He confirmed the rental site and park addresses.

The tenant confirmed her name. She stated that she had permission to speak on behalf of her son, the "male tenant," at this hearing (collectively "tenants"). She explained that the male tenant did not want to attend this hearing and that he was busy. The tenant confirmed the rental site and park addresses. She said that she was a co-owner of the manufactured home ("home"), which is a modular home, together with the male tenant. She provided her email address for me to send this decision to both tenants after the hearing.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The male landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

Both parties confirmed that the tenants own a home that is located on a site in the park. Both parties agreed that the site and the park are owned by the landlord. Therefore, I find that this application is properly made under the *Act*.

The tenant confirmed receipt of the landlords’ application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that both tenants were duly served with the landlords’ application.

The tenant stated that the tenants did not provide any documentary evidence for this hearing.

Pursuant to section 57(3)(c) of the *Act*, I amend the landlords’ application to add the landlord as a landlord-respondent party. The male landlord consented to this amendment during the hearing. The tenant did not object to this amendment. I find no prejudice to the tenants in amending this application. The male landlord said that the landlord is named as such in the parties’ written tenancy agreement, a copy of which was provided for this hearing. He confirmed that neither he nor the female landlord own the sites or park, only the landlord does.

Settlement Terms

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 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. Both parties agreed that this tenancy will end by 1:00 p.m. on March 15, 2022, by which time the tenants and any other occupants will have vacated the manufactured home site and park;
2. The landlords agreed that the landlords' One Month Notice to End Tenancy for Cause, dated August 21, 2021 ("1 Month Notice"), is cancelled and of no force or effect;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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 20-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

During this hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant repeatedly affirmed, under oath, that she was agreeable to the above settlement terms, and she understood that they were legal, final, binding and enforceable. The tenant repeatedly affirmed, under oath, that she agreed and understood that she could not change the settlement terms after the hearing was over and that she knew it was a full and final settlement of this application. The tenant was given ample time to review, discuss, ask questions, and determine the terms of this settlement, during this hearing. The tenant affirmed, under oath, that she had permission to make this agreement on behalf of the male tenant and that she understood he was fully bound by the terms of this legal, final, binding, and enforceable agreement.

The male landlord affirmed, under oath, that he had permission to make this agreement on behalf of both the female landlord and the landlord, and that he understood all three landlords were fully bound by the terms of this legal, final, binding, and enforceable agreement.

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 advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 15, 2022. The tenant(s) must be served with this Order. 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.

The landlords' 1 Month Notice, dated August 21, 2021, is cancelled and of no force or effect.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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 10, 2022

Residential Tenancy Branch