



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PORT4HOMES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On October 25, 2021, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 40 of the *Manufactured Home Park Tenancy Act* (the “Act”).

The Tenant attended the hearing. M.M. and J.W. attended the hearing as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed, and the Notice of Hearing package was served accordingly. Evidence served by both parties was accepted as well. Some submissions were made on the issue in this Application; however, the parties turned their minds to settlement discussions.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 56(1) of the *Act* which allows an

Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Notice of October 18, 2021 is cancelled and of no force or effect.
2. The Tenant must comply with the following conditions by **May 31, 2022** at the latest. Should the Tenant fail to comply with all of these conditions, the Landlord will be granted an Order of Possession that is effective for **May 31, 2022 at 1:00 PM**.
  - i. The lawn on the site must be mowed.
  - ii. The brambles on the site must be cut back.
  - iii. The driveway needs to be maintained, and the driveway border must be sufficiently delineated as per the park rules.
  - iv. The stairs must be cleaned.
  - v. All construction material or debris on the site must be disposed of, neatly stacked, or stored out of sight.
  - vi. The manufactured home must be cleaned and kept in a state of good repair.
3. In addition, should the Tenant comply with the above conditions by May 31, 2022, the Tenant must also continue to maintain these acceptable conditions. Should the Tenant fail to continue to maintain the aforementioned six conditions, the Landlord will be granted an Order of Possession that is effective for **July 31, 2022 at 1:00 PM**.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, the Landlord is granted a conditional Order of Possession effective on **May 31, 2022 at 1:00 PM**, after service of the Order on the Tenant, if he fails to comply with condition 2 of this settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, should the Tenant comply with condition 2 of the settlement agreement, the aforementioned conditional Order of Possession will be effective on **July 31, 2022 at 1:00 PM**, after service of the Order on the Tenant, if he fails to comply with condition 3 of this settlement 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: March 7, 2022

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Residential Tenancy Branch