



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAVEN VIEW PROPERTIES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, MNDCL, FFL

Introduction

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

- an order of possession for unpaid rent, pursuant to section 48;
- a monetary order of \$5,995.00 for unpaid rent and for compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 60; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 65.

The landlord's two agents ("landlord DT" and "landlord ET"), the landlord's lawyer, and the 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 50 minutes from 11:00 a.m. to 11:50 a.m.

All hearing participants confirmed their names and spelling. The landlord's lawyer and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord DT and landlord ET confirmed that they both co-own the landlord company ("landlord") named in this application. They claimed that the landlord owns the manufactured home park ("park") and the manufactured home site ("site"), which the tenant rents from the landlord. They said that they had permission to represent the landlord at this hearing. They stated that their lawyer had permission to represent them and the landlord at this hearing.

The landlord's lawyer confirmed the rental site and park address. Both parties agreed that the tenant owns her manufactured home ("home") and rents the site from the landlord.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* ("Rules"). All hearing participants 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 the potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was duly served with the landlord's application.

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 May 20, 2022, by which time the tenant and any other occupants will have vacated the rental site at the park;
2. The tenant agreed to pay the landlord a total of \$5,995.00 by March 19, 2022, by way of e-transfer to the landlord's email address, as confirmed by both parties during this hearing;

- a. The landlord agreed to accept the above amount of \$5,995.00 total, for rent of \$5,775.00, water fees of \$110.00, and sewer fees of \$110.00, for the period from May 1, 2021 to March 31, 2022;
3. The landlord agreed that its 10 Day Notice, dated May 16, 2021, was cancelled and of no force or effect;
4. The tenant agreed to pay the landlord \$545.00 total per month, which includes \$525.00 for rent, \$10.00 for water fees, and \$10.00 for sewer fees, by April 1, 2022 and May 1, 2022, for the remainder of this tenancy, which the landlord agreed to accept for use and occupancy only ;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its 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 at the hearing 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 lengthy 50-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The landlord's two agents were given ample and additional time to discuss and review the settlement terms privately with their lawyer during this hearing. The landlord's two agents stated that they had permission to make this agreement on behalf of the landlord named in this application. The tenant was given multiple opportunities to think about and review the settlement terms privately, during this hearing.

Both parties repeatedly affirmed, under oath, that they fully understood and agreed to the above settlement terms. Both parties repeatedly affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over.

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 discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on May 20, 2022, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. 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.

The landlord's 10 Day Notice, dated May 6, 2021, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$5,995.00, the current amount owing for rent and other fees. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$5,995.00 as per condition #2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord 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: March 18, 2022

Residential Tenancy Branch