



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Oakdale Mobile Home Park Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Manufactured Home Park Tenancy Act* ("Act"), for more time to apply to cancel the eviction notice; and for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated February 25, 2022 ("10 Day Notice").

The Tenant, her legal advocate, J.K. ("Advocate"), and an agent for the Landlord, S.J. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing; the Agent modified her email address from what the Tenant had provided. The Parties also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the 10 Day Notice dated February 25, 2022.
2. The Tenant agrees to withdraw her Application in full as part of this mutually agreed Settlement.
3. The Landlord agrees to allow the Tenant and her sons to live in the mobile home at [rental unit address] (the “**Home**”) under a Licence to Occupy until September 30, 2022, with an option to renew.
4. The Tenant agrees to sign the License to Occupy by end of day Monday, June 6, 2022.
5. The Landlord agrees to sign the License to Occupy by the end of day on Monday, June 6, 2022.
6. Once the License to Occupy is signed, the Tenant will then become an “**Occupant**”, and not a Tenant, and she is referenced as the “Occupant” for the duration of this Agreement;
7. The Occupant agrees to pay the Landlord a monthly \$473.62 licence and occupation fee by the first of each month during the timeframe of this Agreement.
8. The Occupant agrees to arrange to have the Home listed for sale within two months of signing this Agreement.
9. The Occupant agrees to list and sell the Home at fair market value.
10. The Occupant agrees to pay the Landlord outstanding rent arrears of \$2,368.10 by closure of the sale of the home.

11. The Occupant agrees to pay or clear all outstanding property taxes for the Home by closure of the sale of the Home.
12. The Occupant agrees to move out upon the sale and transfer of the Home.
13. The Occupant agrees to abide by the Rules of the [O.] Mobile Home Park.
14. The Parties agree that they entered into this Agreement completely voluntarily.
15. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Occupant adheres to the terms as stipulated above. The Landlord is granted an Order of Possession effective two days after service of this Order on the Occupant, which is to be enforced only if the Occupant does not adhere to the terms stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Occupant complies with the above terms, this Order will become void and unenforceable.

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 the Parties understood the binding nature of this full and final settlement of these matters.

These particulars, along with a License to Occupy noted below, 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 Parties also agreed to the following License to Occupy as governing the remainder of the Tenant's tenancy and occupation of the rental unit.

LICENSE TO OCCUPY

BETWEEN:

“O.” MOBILE HOME PARK LTD.,

(“the Licenser”)

AND:

“E.W.” OCCUPANT,

(“the Licensee”)

WHEREAS:

- A. The Licensee owns and occupies a manufactured home (“Home”) [address]
 (“Park”) [address]
- B. The Licensee is no longer a tenant on the Site.
- C. To enable the Licensee to sell the Home on the Site, the Licenser is prepared to permit the Home to remain in the Park under this License to Occupy, provided all its terms and conditions are and continue to be met by the Licensee.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. This License is granted for the sole purpose of providing sufficient time for the Licensee to sell the Home on the above Site, and to permit maintenance of the home and Site prior to the sale of the home.
- 2. For the duration of this License to Occupy, the Licensee agrees to abide by all Park Rules, to maintain the Home in accordance with safety and health standards, and to pay accounts for which the Licensee is responsible.
- 3. Only the Licensee E.W. as Occupant, not tenant, and her sons as occupants, not tenants, and no other persons will occupy the Site during the term of this License.
- 4. The Licensee will pay to the Licenser an occupancy fee of \$473.62 monthly on or before the first day of each month in advance. It is understood and agreed that

this fee is for use and occupancy only and does not constitute instatement or reinstatement of a tenancy agreement. Should the Licensee default on any occupancy fee payment or portion thereof, this License to Occupy will immediately end and the Licensee will be required to remove the Home from the Park within 7 days of receiving notice of the delinquency from the Licensor, or assign ownership to the Licensor.

5. This License to Occupy does not constitute a tenancy agreement within the meaning of the *Manufactured Home Park Tenancy Act* or the *Residential Tenancy Act*, nor can it be converted into a tenancy agreement during or after the term of this License to Occupy. The Licensor can enter the site for a reasonable purpose without prior notice to the Licensee.
6. The Licensor will consider prospective purchasers of the Home who apply for a new tenancy on this Site on the same basis as other applicants for tenancy.
7. This License to Occupy ends at 5:00 pm on September 30, 2022, and may be renewed only by mutual agreement. If this License is not renewed, the Licensee agrees to remove the Home from the Park on or before September 30, 2022, and to return the site to the Licensor in acceptable condition with all refuse and debris removed from the site and the Park. If vacant possession of the Site is not provided, the Licensor will proceed to have the Home removed from the Park, with all resultant costs the responsibility of the Licensee, or sign ownership of the home to the Licensor.
8. Should the Licensee breach any term of this License to Occupy, including, but not limited to the removal of the Home from the Park by the date in clause 7, this License to Occupy will immediately terminate and the Licensee will remove the Home from the Park within 7 days following the Licensee receiving written notice that this License to Occupy has been terminated. If the Licensee cannot remove the Home from the Park for any reason, the Licensee will assign ownership of the Home to the Licensor.

THIS LICENSE TO OCCUPY IS AGREED TO AT _____, BC this
____ day of _____, 2022.

Authorized signatory for the licensor:

Name

Signature

Licensee

Name

Signature

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent dated February 25, 2022, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement. I Order the Parties to comply with their Settlement Agreement described above.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 01, 2022

Residential Tenancy Branch