



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KKBL VENTURES 629 LTD DBA WILDWOOD  
PARK and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR**

### **Introduction**

This hearing dealt with the Tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Sections 39(1) and 55 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent, BS, and the Tenant, CS, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### **Settlement**

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 or an order.

The Tenant proposed a rent repayment plan. The Parties discussed the plan and reached a mutual agreement on this matter. The Parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Tenant agrees to pay to the Landlord his monthly pad rental of \$797.20 on the first day of each month;
2. The Tenant agrees to pay to the Landlord \$100.00 each Friday until full rental arrears are paid up;
3. If the Tenant defaults on the above terms, the Landlord is granted an Order of Possession effective at 1:00 p.m. on September 30, 2022;
4. The Tenant agrees to pay additional money towards the rental arrears when and if he can;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with the Act. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on September 30, 2022. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

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

Dated: June 16, 2022

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Residential Tenancy Branch