



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RETIRE WEST COMMUNITIES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Parties	File No.	Codes:
(Landlord) N.S., Agent	110066551	OPC, FFL
(Tenant) L.G.	910065839	CNC-MT, FFT

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the Parties.

The Landlord filed a claim for:

- an Order of Possession for Cause, based on a One Month Notice to End Tenancy for Cause dated February 15, 2022 (“One Month Notice”); and
- recovery of their \$100.00 application filing fee.

The Tenant filed a claim for:

- More time to apply to cancel the One Month Notice;
- An Order to cancel the One Month Notice; and
- recovery of her \$100.00 application filing fee;

The Tenant, her advocate, S.A. (“Advocate”), and an agent for the Landlord (the “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 the hearing process. One Witness for the Tenant was also present and available to provide affirmed testimony.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and 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; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Parties provided their respective email addresses in the Application and they confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the One Month Notice dated February 15, 2022.
2. Both Parties withdraw their applications in full as part of this mutually agreed settlement.
3. The Parties agree that the Tenant will withdraw her claims against the Agent for harassment.
4. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
5. The Parties agree that all personal belongings on the Tenant’s site that are not in use to be stored properly, as opposed to strewn about the homesite.
6. The Tenant agrees that any and all garbage, recycling, building materials, appliances, seasonal items, on the site are to be disposed of or stored out of sight.
7. The Tenant agrees that any garbage or recycling stored on the Tenant’s site must not be accessible to wildlife (bears, birds, mice, rats, etc.).

8. The Tenant agrees to build a bear-proof receptacle that is approved by the Landlord for storing garbage and recycle bins.
9. The Tenant agrees to remove the children's clown tent covering the Tenant's back deck, as it is not acceptable in the Park.
10. The Tenant agrees to address all structural and safety issues (install safety railing on back deck, for example).
11. The Parties agree that the front deck must be not repaired, but replaced.
12. The Parties agree that all construction and safety standards are to be compliant with the 2018 B.C. Building Code.
13. The Tenant agrees that any construction whatsoever will be approved through the Park office, as well as with the [Municipal] District Building Inspector.
14. The Parties agree that the Tenant will install proper skirting to protect utilities and is to be attractively maintained.
15. The Parties agree that the Tenant shall maintain all decks, sheds, and outbuildings attractively – being painted and power-washed regularly.
16. The Parties agree that the Tenant's mobile home is often covered in mould, mildew, and algae, which is to be addressed regularly.
17. The Tenant agrees to do landscaping maintenance on a bi-weekly basis, which includes grass trimming, as well as mowing.
18. The Parties agree that any adult persons not on the tenancy agreement are to be removed from living in the home indefinitely.
19. The Parties agree that the requirements of the Tenant set out in this Settlement Agreement will be satisfied to the Park Manager's satisfaction **within three months** of the date of this Settlement Agreement.
20. The Parties agree that they entered into this agreement completely voluntarily.
21. The parties agree that the Landlord may seek an Order of Possession from the

Residential Tenancy Branch, based on this Settlement Agreement, if the Tenant does not comply with any of the terms of this Agreement to the Landlord's satisfaction.

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 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.

As the Parties came to an agreed upon settlement, I decline to award either recovery of their \$100.00 application filing fee, pursuant to section 62 of the Act.

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 One Month Notice to End Tenancy for Cause dated February 15, 2022, is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above. The tenancy shall continue until ended in accordance with the Act.

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: July 11, 2022

Residential Tenancy Branch