



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CEDAR RIDGE MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RPP

Introduction and Preliminary Matters

On October 1, 2021, the Tenants made an Application for a Dispute Resolution Proceeding seeking a Monetary Order for compensation pursuant to Section 60 of the *Manufactured Home Park Tenancy Act* (the “Act”) and seeking a return of their personal property pursuant to Section 58 of the *Act*.

This hearing was originally set down to be heard on February 11, 2022, at 9:30 AM, but was subsequently adjourned pursuant to Interim Decisions dated February 14 and May 12, 2022. The final, reconvened hearing was set down for September 9, 2022, at 9:30 AM.

Both Tenants attended the final, reconvened hearing, with J.K. attending as an advocate for the Tenants. B.S. attended the final, reconvened hearing as an agent 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.

At the outset of the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have

recorded the terms of agreement by way of this Decision and the Order of Possession and conditional Monetary Orders that accompany it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(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 Tenants withdraw their claim for monetary compensation on this Application.
2. The Landlord will send a Mobile Home Transfer and Bill of Sale document to J.K., and the Tenants must sign this document.
3. The Landlord will also send a cashier's cheque in the name of the Tenants, in the amount of **\$2,000.00**, to J.K. to be held in trust.
4. This cheque will not be released, by J.K. to the Tenants, until the Mobile Home Transfer and Bill of Sale document is signed by the Tenants and returned to the Landlord.
5. Should the Tenants comply with condition two of this settlement, if the Landlord then **does not** comply with condition three of this settlement, a conditional Monetary Order will be awarded to the Tenants in the amount of **\$2,000.00**. If the Landlord **does** comply with the conditions of this settlement, this Monetary Order will not be enforceable.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes.

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 this full and final

settlement of these disputes. All parties are precluded from making any other claims against each other with respect to this tenancy. Regardless, the statutory time limit to make an Application, pursuant to Section 60 of the *Act*, has elapsed.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenants are provided with a conditional Monetary Order in the amount of **\$2,000.00** to serve and enforce upon the Landlord, if the Tenants comply with condition two and the Landlord does not comply with condition three of this settlement. The Order must be served on the Landlord by the Tenants. Should the Landlord 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. As noted above, if the parties comply with the above conditions, this Monetary Order will not be enforceable.

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: September 9, 2022

Residential Tenancy Branch