



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0081092 BC Ltd DBA Shasta Properties
Ltd and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPN**

CNC, AAT, LRE, FFT

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Manufactured Home Park Tenancy Act.

The landlord applied for:

- An order of possession following being served with a tenant's written notice to end tenancy pursuant to sections 38;

The tenant applied for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 40;
- An order allowing the tenant access to the rental unit pursuant to section 24;
- An order suspending the landlord's right to enter the rental unit pursuant to section 63; and
- Authorization to recover the filing fee from the other party pursuant to section 65.

Both the landlord and the tenant attended the hearing. Each party acknowledged service of the other's Notice of Dispute Resolution Proceedings package and neither took issue with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. Each party confirmed that they were not recording the hearing.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. At the commencement of the hearing, I determined that the issue of whether to uphold or cancel the landlord's notice to end tenancy was the primary issue before me and that the other issues listed on the tenant's application were not related and would be dismissed with leave to reapply.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

Term 1:

The parties agree that the "Pet Request and Agreement" attached to the letter sent from the landlord to the tenant on July 15, 2022 is deemed signed by both parties before me, a delegate of the Director of the Residential Tenancy Branch, on today's date.

Term 2:

The parties agree that the following clauses to the "Pet Request and Agreement" are varied as follows:

Breed: Yorkshire terrier

Height: 7 inches

Weight: 5 lbs.

Color: black and red

Age: 9

Pet name: Mello.

2) the parties agree that the tenant has until the end of January 2023 to provide the documents noted in clause 2.

4) In the circumstance where the tenant must temporarily step onto another tenant's property, she will ensure her pet does not urinate or defecate on the other tenant's property. If it does, the tenant will clean up after her pet immediately.

8) The landlord agrees that a guest visiting the tenant may bring their pet for the duration of the visit without the tenant being required to notify the landlord.

9) Should the tenant's current pet pass away, the tenant may obtain a new pet that complies with section 4, a) to n) of the park rules and regulations dated January 2019.

Term 3:

The 1 Month Notice to End Tenancy for Cause issued on July 29, 2022 is cancelled and of no further force or effect.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order the payment of the filing fee is discretionary upon the arbitrator and in accordance with section 65, neither party's filing fee will be recovered.

Conclusion

The dispute was settled in the terms as recorded in this decision pursuant to section 56 of 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 *Manufactured Home Park Tenancy Act*.

Dated: December 22, 2022

Residential Tenancy Branch