



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      TT: CNC, FFT  
                             LL: OPC, FFL

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Mobile Home Park Tenancy Act* (the “Act”).

The Tenants’ Application for Dispute Resolution was made on August 26, 2022 (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the *Act*:

- to cancel a One Month Notice for Cause; and
- an order granting the return of the filing fee.

The Landlord’s Application for Dispute Resolution was made on September 20, 2022 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession for cause; and
- an order granting the recovery of the filing fee.

The Tenant, the Tenant’s Advocate N.A., and the Landlord’s Agent J.N. attended the hearing at the appointed date and time. At the start of the hearing, the parties indicated that they had mutually agreed to settle their dispute on the following terms;

- The parties agreed that the Tenants would complete the following repairs on or before April 30, 2023;

1. 6-inch wide trim boards around all windows on the front, around the doors and on the west side of the home **(Addendum 1 clause 3 (iv))**;
  2. Install rainwater gutters and leaders around the house ,..... and ensure all rainwater is directed away from the home and footings of the swale along the north edge of the site using 4-inch PVC piping installed from the downspouts to the swale **(Addendum 1 clause 4 (i))**;
  3. Construct an enclosure for the garbage and recycling containers using a material to match the home;..... this must sit on the concrete pad and have a 30 to 36-inch wide concrete walkway to it **(Addendum 1 clause 4 (ii))**;
  4. Install a walkway to the front steps, the shed, the garbage recycle container, and the rear entry with 30 to 36-inch wide poured-in-place concrete or concrete paving stones **(Addendum 1 clause 4 (iii))**; and
  5. Pave the driveway with 2 ½ inches (compacted) of asphalt to a width of 19 feet and length of 27 feet **(Addendum 1 clause 5 (v))**.
- The parties agreed that the Landlord would provide the Tenants with the approved plans outlining the specifications of the work to be completed.
  - The parties agree to withdraw their Applications based on this mutual agreement.

This settlement agreement was reached in accordance with section 56 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled 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 *Manufactured Home Park Tenancy Act*.

Dated: January 16, 2023

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Residential Tenancy Branch