



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DESMOND PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC, CNL, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *One Month Notice to End tenancy for Cause* ("One Month Notice") and a *Two Month Notice to End Tenancy for Landlord's Use of Property* ("Two Month Notice") filed under the *Manufactured Home Park Tenancy Act* ("the Act") on August 4, 2022.

Both parties appeared or were represented at the hearing.

At the outset of the hearing, I confirmed that the proceeding package was served upon the respondent and the respondent had served its materials upon the applicant.

The respondent's name was amended to reflect the name of the registered owner of the property.

I also determined it necessary to determine the remedies sought by the applicant as he had not provided a copy of any notice to end tenancy with his Application for Dispute Resolution, as is required under the rules of Procedure. I was in receipt of a One Month Notice dated July 27, 2022 from the respondent that was not duly completed. The parties confirmed that a Two Month Notice had not been served; however, a second One Month Notice had been served in December 2022. The One Month Notice served in December 2022 had not been provided by either party.

There was a question of jurisdiction raised in the respondent's written submissions; however, the parties were not prepared to make arguments with respect to jurisdiction.

The parties expressed a willingness to resolve their dispute today by way of a mutual agreement. The parties were able to reach a mutual agreement while before me and requested that I record their mutual agreement. I record the parties' mutual agreement

in this decision as a courtesy to the parties; however, I do not issue any orders as the matter of jurisdiction was not determined.

Mutual Agreement

While before me, the parties mutually agreed to the following terms:

1. The respondent shall provide the applicant a *Mutual Agreement to End a Tenancy* for his signature, reflecting an end to their agreement effective February 28, 2023. After signing the *Mutual Agreement to End a Tenancy*, the applicant shall return it to the respondent, as instructed.
2. The applicant shall pay the monthly rent for February 2023.
3. The applicant shall not cut any trees or logs situated on the property.
4. The applicant shall vacate the property by February 28, 2023 and in doing so the applicant must remove all of his personal property and possessions from the property by February 28, 2023, including: his trailer, hog(s), pets or any other animals belonging to him, fencing and any other structures behind the fence.
5. Upon completion of term 4. above, the respondent shall pay to the applicant the sum of \$6000.00.

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 10, 2023

Residential Tenancy Branch