



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1279583 BC LTD DBA SALMO RIVER
ESTATES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated September 7, 2022, and effective October 31, 2022 ("1 Month Notice"), pursuant to section 40.

"Landlord DB" did not attend this hearing. Landlord AB ("landlord"), the tenant, and the tenant's lawyer attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing began at 11:00 a.m. and ended at 11:37 a.m. This hearing lasted approximately 37 minutes.

The landlords' witness TP left the hearing at 11:04 a.m., did not hear any evidence from either party, did not testify, and did not return to this hearing.

The tenant left the hearing at 11:15 a.m. to discuss hearing and settlement options privately with his lawyer. The tenant's lawyer remained on the teleconference line but used a different cellular phone to call the tenant at 11:15 a.m., to discuss hearing and settlement options privately. The tenant's lawyer returned to this hearing at 11:20 a.m. The tenant called back into this hearing at 11:22 a.m.

All hearing participants confirmed their names and spelling. The landlord and the tenant's lawyer provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that she is a co-owner of the landlord company ("landlord company") named in this application. She provided the legal name of the landlord company. She said that landlord DB, who is her husband, is also a co-owner of the landlord company. She provided the name and spelling for landlord DB. She stated that she had permission to represent the landlord company and landlord DB at this hearing (collectively "landlords").

The landlord stated that the landlord company owns the manufactured home site ("site") and the manufactured home park ("park"), where the site is located. She provided the site and park address. She confirmed that the tenant owns his own manufactured home ("home") and rents the site in the park from the landlord. Neither the tenant, nor his lawyer, disputed the above information during this hearing.

The tenant confirmed that his lawyer had permission to represent him at this hearing. He identified his lawyer as the primary speaker for the tenant at this hearing. He stated that he wanted this decision to be emailed to his lawyer's email address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to voluntarily settle this application, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. The tenant's lawyer confirmed receipt of the landlords' evidence. In accordance with sections 81 and 82 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' evidence.

Pursuant to section 57(3)(c) of the *Act*, I amend the tenant's application to correct the legal name of the landlord company. The landlord and the tenant's lawyer consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 1, 2023, by which time the tenant and any other occupants will have vacated the rental site at the park;
2. The landlords agreed that their 1 Month Notice, dated September 7, 2022, is cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

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 at the hearing, that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 37-minute hearing. Both parties had opportunities to think about, ask questions, negotiate, discuss, and decide about the above settlement terms.

The tenant was given additional time during this hearing, to discuss the above settlement terms privately with his lawyer. The tenant agreed that his lawyer assisted and advised him about the above settlement, during this hearing. The tenant's lawyer verbally explained the consequences of this settlement to the tenant during this hearing, and the tenant affirmed his understanding of and agreement to same.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 1, 2023. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 1 Month Notice, dated September 7, 2022, is cancelled and of no force or effect.

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: February 24, 2023

Residential Tenancy Branch