



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding FOREST CREEK HOLDINGS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **CNC**

### Introduction

This hearing dealt with the Tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for cancellation of the Landlord's One Month Notice to End Tenancy for Cause pursuant to Sections 40 and 55 of the Act.

The hearing was conducted via teleconference. The Landlords, their witness, and the Tenants attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### Settlement

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.

The Tenants brought up that they have been actively moving out. The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Tenants agree to have their trailer and shed emptied by April 30, 2023;
2. The Tenants agree to have their yard cleaned up with all items removed by April 30, 2023;
3. The Tenants agree to provide the Landlord with 48 hours notice of when they will need the Landlord's tractor to help them pull their RV off their site and onto the pavement approximately about 20 feet from where the RV is stuck;
4. The Tenants agree the RV will be moved off the park property by April 30, 2023;
5. The Landlord agrees to have all the demolition documentation prepared for April 30, 2023;
6. The Tenants agree to sign the demolition documentation on April 30, 2023;
7. The tenancy will end by way of mutual agreement at 1:00 p.m. on April 30, 2023;
8. The Landlord will be granted an Order of Possession for the above tenancy end date;
9. The Landlord agrees to compensate the Tenants \$15,000.00 on April 30, 2023 for the manufactured home on the pad;
10. The Tenants will be granted a Monetary Order for \$15,000.00 in case the Landlord does not comply with settlement term number 9;
11. The Parties are ordered to comply with all these settlement terms; and,
12. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. 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.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

To give effect to this agreement:

- I grant the Landlord an Order of Possession effective at 1:00 p.m. on April 30, 2023. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.
- I grant a Monetary Order to the Tenants in the amount of \$15,000.00 in case the Landlord does not comply with settlement term number 9. The Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 14, 2023

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Residential Tenancy Branch