



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAUGHLIN'S MOBILE HOME PARK
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OLC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for an order directing the landlord to comply with the *Act*. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on September 01, 1994. The tenants own their trailer and are renting a pad in the mobile home park. The monthly rent is \$563.09. The parties agreed that the landlord had requested the tenants to carry out repairs to the mobile home and the tenants did complete some of the work but not all of it.

On January 06, 2023, the landlord served the tenants with a notice to end tenancy for cause. The tenants disputed the notice in a timely manner. The issues surrounding the reason for the notice and possible resolution of the dispute were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to section 56 of the *Manufactured home Park Tenancy Act*, the Arbitrator may assist the parties 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. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms:

1. The landlord agreed to set aside the notice to end tenancy and allow the tenancy to continue till June 30, 2023.
2. The tenant agreed to move out by June 30, 2023 and pay rent up to this date.
3. The landlord agreed to pay the tenants \$10,000.00 for their trailer and cover the costs of the removal and disposal of their trailer.
4. The tenant agreed to sign over ownership of their trailer upon receipt of \$10,000.00 from the landlord.
5. The landlord agreed to provide all the paperwork associated with the transfer of the ownership of the trailer.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
7. Both parties stated they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 56 of the *Manufactured home Park Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

As per the above agreement, the notice to end tenancy is set aside and the tenancy will continue until June 30, 2023.

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: March 03, 2023

Residential Tenancy Branch