



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNC-MT CNE-MT MNDCT AAT LRE RPP OLC**

Introduction

This hearing was convened by conference call as a result of the Tenant's application for dispute resolution ("Application") under the *Manufactured Home Park Tenancy Act* (the "Act"). The Tenant applied for:

- an order for an extension of time to make the Application to dispute a One Month Notice to End Tenancy for Cause and for End of Employment dated September 28, 2022 ("1 Month Notice") pursuant to section 59;
- if an order for an extension of time to make the Application is granted, then to seek an order for cancellation of the 1 Month Notice pursuant to sections 40 and 41;
- a monetary order for compensation owing by the Landlord to the Tenant pursuant to section 60;
- an order for the Landlord to allow the Tenant or the Tenant's guests to access the home site pursuant to section 24;
- an order restricting or setting conditions on the Landlord's right to enter the home site pursuant to 63;
- an order for the Landlord to return the Tenant's personal property pursuant to section 58; and
- an order for the Landlord to comply with the Act, *Manufactured Home Park Tenancy Regulations* ("Regulations") and/or the tenancy agreement pursuant to section 55.

The Landlord, the Tenant and the Tenant's advocate ("SG") attended the participatory hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I informed the parties that the *Residential Tenancy Branch Rules of Procedure* prohibit persons from recording dispute resolution hearings and, if anyone was recording the hearing, to immediately stop recording the proceeding.

Preliminary Matter – Amendment to Application

At the outset of the hearing, I asked the Tenant whether he was served by the Landlord with a Ten Day Notice to End Tenancy for Unpaid Rent and/or Utilities. The Tenant stated he did not receive a Ten Day Notice and the Landlord stated she did not serve the Tenant with a Ten Day Notice. The Tenant requested I amend the Application to remove his claim to dispute a Ten Day Notice to End Tenancy.

Residential Tenancy Branch Rule of Procedure 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute

Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

Pursuant to the request of the Tenant, and with the consent of the Landlord, I order the Application to be amended to remove the Tenant's claim for cancellation of a Ten Day Notice to End Tenancy.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit by 1:00 pm on June 30, 2023;
4. The Landlord agrees to waive the rent owing to her by the Tenant for October 2022 through to February 2023;

5. The Tenant agrees to pay the rent of \$100.00 that was due on March 1, 2023 by March 30, 2023;
6. The Tenant agrees to pay the rent of \$100.00 per month on the 1st of the month for each of the months of April to June 2023;
7. In the event the Tenant intends to vacate the home site unit prior to June 30, 2023, the Tenant agrees to serve the Landlord with written notice ("Vacate Notice") stating the date the Tenant will vacate the site unit and the Tenant will not be required to pay rent for the remaining month(s) following the effective date of the Vacate Notice; and
8. For greater certainty, the parties agrees this settlement does not settle any claims that one party may have against the other for monetary compensation for any breach by a party of the Act, Regulations and/or tenancy agreement.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, the Landlord is provided with an Order of Possession requiring the Tenant to vacate the rental unit by 1:00 pm on June 30, 2023. If the Tenant fails to comply with the Order of Possession, the Order may be filed in the Supreme 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 *Manufactured Home Park Tenancy Act*.

Dated: March 21, 2023

Residential Tenancy Branch